

RESOLUTION OF THE
CHARLOTTE CITY COUNCIL
CREATING AN INTER-AGENCY TASK FORCE
TO MAXIMIZE IMMIGRANTS' ECONOMIC AND CIVIC CONTRIBUTIONS
TO THE CITY OF CHARLOTTE

WHEREAS, the foreign-born population in the Charlotte metropolitan area increased from 23,000 to 173,000 residents from 1990 to 2011, with immigrants of all skill levels being active participants in Charlotte's economy; and

WHEREAS, a May 30, 2013, roundtable meeting organized by Americas Society/Council of the Americas among leaders from the public and private sectors and civil society added new momentum and urgency to the role that the City of Charlotte can play in providing the framework for its immigrant populations to maximize their roles in expanding the local economy and enriching civic life; and

WHEREAS, the Charlotte community and other cities represented at the May 30 roundtable recognized that the challenges immigrants face in integrating in our education system, neighborhoods, industries, and businesses affects Charlotte's potential for job creation and that the City of Charlotte and its business community should work to address these challenges in order for Charlotte to continue its trajectory as a globally competitive city; and

NOW THEREFORE, BE IT RESOLVED by the Charlotte City Council that the City of Charlotte will prioritize steps to facilitate immigrants' ability to contribute to the community through the creation of an inter-agency task force with a mandate to examine and recommend best practices in immigrant integration and educate the community of the economic and social benefits of its growing immigrant populations. The Immigrant Integration Task Force shall have such powers and duties set forth in this Resolution.

BE IT FURTHER RESOLVED that:

- (1) The Immigrant Integration Task Force shall consist of up to 25 members, all of whom shall serve without compensation. The Mayor of Charlotte shall appoint up to seven (7) members that represent certain areas of specialized expertise, and the City Council shall appoint the remaining members after receiving nominations from community agencies as outlined in the attached Framework for Task Force Appointments (Exhibit A). The Mayor of Charlotte will select a Chair and Vice-Chair from the members appointed. Upon his or her selection, the Chair of the Task Force shall call an organizational meeting.
- (2) The work of the Immigrant Integration Task Force shall be sponsored by the Charlotte International Cabinet, Neighborhood & Business Services, and may receive additional amounts of private funds as required to complete its work.
- (3) The Immigrant Integration Task Force is hereby charged and authorized as follows:
 - a. To review the recommendations by the Mayor's Immigration Study Commission, published in 2007, in order to leverage previous research and conclusions;
 - b. To research and recommend policies—including those from other new immigrant gateway cities—that facilitate access to city services for all residents of Charlotte, including its immigrant populations, while addressing gaps in civic engagement;
 - c. To prepare a report with recommendations to the Charlotte City Council that promote awareness among the public of the availability of existing programs and services facilitating immigrant integration;
 - d. To seek opportunities to better educate the overall Charlotte community on how embracing immigrant communities will help to move the city forward.

- (4) The Immigrant Integration Task Force shall deliver its findings and recommendations to the City Council within one year of their first meeting.
- (5) Upon delivery of its findings and recommendations, the Task Force will work in coordination with Charlotte City Council to promote initiatives that facilitate immigrant integration. The May 30 AS/COA roundtable highlighted some of the ways in which to facilitate immigrant integration:
- a. Financial Inclusion: Promote citywide efforts that teach financial literacy and raise awareness of the importance of entering the formal financial system in order to build savings and credit.
 - b. Education: Support digital inclusion programs that facilitate increased access to technology in immigrant communities.
 - c. Civic Integration: Encourage immigrants to join boards and commissions to improve civic engagement and representation.
 - d. Public Safety: Establish a hotline supported by a local, trusted non-profit organization that immigrants can trust to report crimes. Improve trust and dialogue between immigrants and the police department through designated police programs that engage and outreach with immigrant communities.
 - e. Collaboration: Form and maintain direct ties with immigrant communities and community-based organizations to ensure a steady flow of communication.
 - f. Celebrate Diversity: Partner with community organizations which organize celebrations (festivals, street fairs, etc.) that expose the greater Charlotte community to the contributions and diversity of the city's immigrant populations.
- (6) The Immigrant Integration Task Force shall meet quarterly to assess progress on its recommendations and to ensure that city services and public-private partnerships toward immigrant integration are being effectively implemented. Task Force meetings shall periodically invite public comments and participation.

ADOPTED by the Charlotte City Council on the 25th day of November, 2013.

APPROVED AS TO FORM:

Carlyne Johnson
Senior Deputy City Attorney

Stephanie C. Kelly
City Clerk

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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 848-849.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.



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

Resolution

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON NOVEMBER 25, 2013

Whereas, North Carolina G.S. 160-A-280 allows a city to donate any personal property that the governing body deems to be surplus, obsolete, or unused to a nonprofit organization and;

Whereas, the City Manager has recommended that property detailed in both the Charlotte-Mecklenburg Police Department's Inventory of DNC Donated Property and the Charlotte-Mecklenburg Police Department's Equipment Inventory, as described in the November 25, 2013 Council Agenda (the "Property") be declared as surplus; and

Whereas the City Manager recommended that the Property be donated to police agencies in North Carolina; and

Whereas, City staff published a public notice of the proposed donation at least five days prior to the adoption of the resolution:

Be it resolved by the Charlotte City Council that the City Manager or his designee is authorized to donate the surplus Property described above to police agencies in North Carolina.

Adopted on November 25, 2013

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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 850.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.




Stephanie C. Kelly, MMC NCCMC, City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON NOVEMBER 25, 2013**

A motion was made by Pro Temp Cannon and seconded by Councilmember Howard for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, A Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) will allow the City to be reimbursed for the work for all traffic signal work on the widening and realignment of Mallard Creek Road; and,

WHEREAS, the Municipal Agreement provides for reimbursement not to exceed \$396,000 of the total cost of the project; and,

WHEREAS, the format and cost sharing philosophy is consistent with past Municipal Agreements; and,

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the City Manager to execute a municipal agreement with the NCDOT for NCDOT to reimburse the City up to \$396,000 for the traffic signal work associated with this project is hereby formally approved by the City Council of the City of Charlotte and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s). 851.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.


Stephanie C. Kelly, MMC NCCMC, City Clerk



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE**

**INTERLOCAL AGREEMENT
REGIONAL RADIO SYSTEM ADVISORY COUNCIL**

THIS INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL is entered into and made effective as of _____, 2013 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (“Charlotte”); MECKLENBURG COUNTY, a political subdivision of the State of North Carolina, (“Mecklenburg”); and each entity that joins in this Agreement as a Member Entity in accordance with the terms hereof (collectively, the “Member Entities”).

STATEMENT OF BACKGROUND AND INTENT

- A.** In 2003, the City of Charlotte and County of Mecklenburg, North Carolina, jointly developed and implemented an 800 MHz radio system to support public safety needs and provide service to various public safety agencies and other identified entities within the Charlotte Urban Security Initiative Area (UASI).
- B.** Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region. Charlotte operates and manages the radio system through an Interlocal Agreement for Consolidation of Radio System that Charlotte and Mecklenburg entered into in 2003. Charlotte has established the infrastructure necessary for regional voice communications interoperability with the support of several grants.
- C.** Since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the “Regional Radio System,” as defined more specifically in this Agreement) and have signed service agreements to that effect.
- D.** Charlotte, Mecklenburg and the other Member Entities now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities. To facilitate that effort, the Member Entities wish to create a regional radio advisory council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, (c) establish interoperability processes and procedures, and (d) provide a formal governance structure for ongoing oversight and administration.

- E. Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the Member Entities to establish a regional radio advisory council in accordance with the terms of this Agreement.
- F. This Agreement is intended to augment all existing Tactical Interoperability Communications Plans published by signatory entities, the North Carolina Statewide Communications Interoperability Plan and the National Emergency Communications Plan

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, each of the Member Entities do mutually agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.1. **“Agency”** means an organization or division of an organization that uses the Regional Radio System.
 - 1.2. **“Alternate”** means the person appointed by Member Entity who is authorized to sit on the Regional Radio Advisory Council and make binding decisions on behalf of the Member Entity when the Representative is not available Member Entity.
 - 1.3. **“Charlotte/Mecklenburg Radio Interlocal”** means the Interlocal Agreement for Consolidation of Radio System that Charlotte and Mecklenburg entered into in 2003, as may be amended from time to time.
 - 1.4. **“Effective Date”** means the date that Charlotte and Mecklenburg have: (a) had their governing boards’ approve this Agreement; and (b) provided the Radio Communications Manager with an executed copy of this Agreement and a copy of a certified resolution of their governing boards substantially identical to the resolution set forth in **Exhibit A**.
 - 1.5. **“Member Entity”** means an organization that becomes a Member of the Regional Radio Advisory Council in accordance with **Section 3** hereof.
 - 1.6. **“Operator”** means Charlotte or such other party as may be designated “Operator” of the “Radio System” under the Charlotte/Mecklenburg Radio Interlocal (as both terms are defined in that agreement).
 - 1.7. **Member Entity “Participant Packet”** means a fully completed Participant Packet in a form substantially identical to **Exhibit A** that is authorized by a Member Entity’s governing board, signed by the Member Entity and submitted to the Radio Communication Manager in order for the Member Entity to join in this Agreement.
 - 1.8. **“Representative”** means the person appointed by a Member Entity from time to time to sit on the Regional Radio Advisory Council and to make binding decisions on behalf of

the Member Entity.

- 1.9. **“Radio Communication Manager”** means the individual appointed from time to time under the Charlotte/Mecklenburg Radio Interlocal to perform the Radio Communication Manager functions described therein.
 - 1.10. **“Radio Service Agreement”** means an agreement between the Operator and a Member Entity governing the terms under which the Member Entity and the Agencies it represents may use the Regional Radio System. Each Radio Service Agreement will include, without limitation, the services to be provided and payment of the shared cost of operating, maintaining and updating the Regional Radio System.
 - 1.11. **“Regional Radio Advisory Council”** means the regional radio advisory council established by this Agreement, as described more specifically in **Sections 3** through **5** of this Agreement.
 - 1.12. **“Regional Radio Advisory Council Sponsor”** means the City of Charlotte’s Director of Shared Services.
 - 1.13. **“Regional Radio System”** means: (a) the 800 MHz P25 Trunked Radio Master site currently operated by the City, (b) all hardware and software encompassed in the forgoing; (c) all updates and enhancements to the forgoing. The Regional Radio System does not include mobile and portable radio units. Each Member Entity shall have the right to purchase radio technology assets for that Member Entity’s own use that do not become part of the Regional Radio System, as long as such assets: (a) are paid for with the Member Entity’s own funds; and (b) do not impede performance of the Regional Radio System.
 - 1.14. **“Representative”** means the person appointed by the County Manager of a Member Entity from time to time to sit on the Regional Radio Advisory Council and to make binding decisions on behalf of the Member Entity.
2. **Establishment of Regional Radio Advisory Council.** Through execution of this Agreement, the Member Entities hereby establish a Regional Radio Advisory Council to:
(a) guide strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System; (c) establish interoperability processes and procedures for the Regional Radio System; and (d) provide a formal governance structure for ongoing oversight and administration.
 3. **Requirements to be a Member Entity.** To join this Agreement as a Member Entity, an applicant must meet the following requirements:
 - 3.1. Except as provided in Section 3.2, it must provide documentation reasonably acceptable to the Radio Communication Manager showing that it is authorized to serve as lead agency for all Agencies that use the Regional Radio System within the county in which

the applicant is located (with the exception of Charlotte and Mecklenburg, which are subject to the Charlotte / Mecklenburg Radio Interlocal). Each Member Entity will represent all cities, towns and agencies within its county on the Regional Radio Advisory Council.

- 3.2. Notwithstanding Section 3.1, the Advisory Council may extend voting membership, by a majority vote of the Advisory Council, to a representative of a non-countywide system when the representative is selected by members of a single Radio Communication Council ("RCC") participating in the Regional Radio System within a unrepresented county. This RCC would remain a Member Entity until such time as the county in which the RCC is located signs the Interlocal Agreement for Regional Radio Governance and a Representative from the county is appointed to the Advisory Council.
- 3.3. If the applicant is from a county that is outside of the Charlotte Urban Area Security Initiative (UASI) region (comprised of Lincoln, Catawba, Iredell, Cabarrus, Stanly, Mecklenburg, Gaston, and Union counties within NC and York and Lancaster counties within SC), , and is not from a county contiguous to the Charlotte area UASI, the applicant must also obtain the approval of the Operator and an affirmative vote equal three quarters of the Member Entities.
- 3.4. Each applicant (except for the Operator) must enter into a Radio Service Agreement with the Operator, and must remain bound by such Radio Service Agreement as a condition to being a Member Entity.
- 3.5. Each applicant must complete and provide the Radio Communication Manager with a Participant Packet in a form substantially identical to **Exhibit A**, including without limitation a certified copy of a resolution from its governing board substantially identical to the form included as part of **Exhibit A**, approving the applicant's execution of this Agreement, providing for the appointment of a Representative and granting the Representative the authority to represent the Participant regarding matters within the Regional Radio Advisory Council's authority under this Agreement.

The Advisory Council may change the requirements for becoming a Member Entity by amendment to its Charter, provided that each Member Entity shall be required to comply with Sections 3.4 and 3.5 of this Agreement as a condition to becoming a Member Entity notwithstanding any amendment to the Bylaws to the contrary. A Member Entity may change its Representative or Alternate at any time by providing the Radio Communication Manager with written notice of the change.

4. **Initial Member Entities.** The following local governments will become the "Initial Member Entity" upon satisfaction of the requirements set forth in **Section 3** above.

Mecklenburg County
Union County

Cabarrus County

Each of the Initial Member Entities already has a Radio Service Agreement with the Operator.

5. **Authority of the Regional Radio Advisory Council.** The Regional Radio Advisory Council has the authority to (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, (c) establish interoperability processes and procedures, and (d) provide a formal governance structure for ongoing oversight and administration. The Advisory Council will:
 - 5.1. Develop and approve system-wide policies, protocols, procedures, strategies and goals relating to use of the Regional Radio System.
 - 5.2. Develop system-wide practices that achieve the purpose of the policies, protocols, procedures, strategies and/or goals established by the Advisory Council for the Regional Radio System. All radio practices will:
 - i. Define the scope and boundaries of the practice.
 - ii. Define roles and responsibilities of practice stakeholders.
 - iii. Define practice implementation processes and procedures.
 - iv. Define practice review process.
 - 5.3. Develop a practice review process whereby chairpersons of each Member Entity Radio Communication Council (RCC) and the Operator will work as a committee to provide the Regional Radio Advisory Council recommendations for consideration and action.
 - 5.4. Develop and recommend a 10 year Strategic Plan, and update it bi-annually, for the ongoing technical currency of the system infrastructure.
6. **Charter and Bylaws.** The Charter and Bylaws for the Advisory Council are attached to this Agreement as Attachments C and D. The Charter and Bylaws define officer responsibilities, procedures for meetings, Representative responsibilities, voting requirements and other matters relating to the authority and operation of the Advisory Council. Notwithstanding the fact that they are incorporated into this Agreement by reference, the Charter and Bylaws may be deleted or amended from time to time as provided therein.
7. **Exhibit B.** Attached to this Agreement as Exhibit B are the initial Operational Definitions, Protocols and Procedures to be followed by users of the Regional Radio System. The provisions of Exhibit B may be deleted or amended by a majority vote of the Advisory Council.
8. **Term.** Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this

Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement.

9. Termination and Breach.

9.1. Termination by Unanimous Written Consent. The parties may agree to terminate this Agreement by unanimous written consent at any time.

9.2. Voluntary Withdrawal. Any Member Entity may elect to withdraw from this Agreement by providing ninety (90) days' prior written notice to the Operator, who will then notify each of the other Member Entities. At the end of such ninety (90) day period, this Agreement shall be deemed to have terminated with respect to the Member Entity that provided the notice. The Operator may elect to withdraw from this Agreement by providing eighteen (18) months prior written notice to the Member Entities.

9.3. Withdrawal Due to Termination of Radio Service Agreement. A Member Entity must be party to an ongoing Radio Service Agreement in order to remain a Member Entity under this Agreement. This Agreement shall automatically terminate with respect to any Member Entity that is not a party to a Radio Service Agreement, and such termination shall occur at the same time as termination of the Radio Service Agreement.

9.4. Termination Due to Breach. By majority vote at a properly scheduled and noticed meeting, the Regional Radio Advisory Council may terminate this Agreement with respect to any Member Entity that fails to cure a material breach of this Agreement within sixty (60) days after receiving notice of such breach from the Regional Radio Advisory Council or the Operator. Such termination shall be effective upon written notice to the Member Entity being terminated. Notwithstanding the forgoing, the Operator may terminate this Agreement without approval of the Advisory Council with respect to any Member Entity that fails to cure a material breach of any policies, procedures or requirements approved by the Regional Radio Advisory Council within sixty (60) days after receiving notice of such breach from the Regional Radio Advisory Council or the Operator. Such termination shall be effective upon written notice to the Member Entity being terminated. Notwithstanding anything contained herein to the contrary, the Operator may suspend access to the Regional Radio System to any Member Entity at any time to the extent necessary to avoid violation of any law, regulation or FCC license, or to avoid interference with other Member Entity's use of the Regional Radio System

9.5. No Impact on Radio Service Agreements. Withdrawal from or termination of this Agreement with respect to any Member Entity shall not impact the Member Entity's or any Agency's obligations under any Radio Service Agreement.

10. Miscellaneous

10.1. Notice. Any notice, approval, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address stated below for the City of Charlotte and Mecklenburg County, or at the address stated on the Participant's Packet if for any other Member Entity:

For The City

Director
Shared Services
City of Charlotte
600 E Fourth Street
Charlotte, NC 28202
Phone: 704-336-6252
FAX: 704-336-2258

For The County

Director
Business Support Services Agency
Mecklenburg County
600 E Fourth Street
Charlotte, NC 28202
Phone: 704-336-2003
FAX: 704-336-7219

Communications that relate to any breach, default, termination, modification, extension, amendment, or waiver of this Agreement or any provision hereof (collectively, "Legal Notices") shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City

Cindy White
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202
Phone: 704.336.3012
Fax: 704) 632-8327
E-Mail – cwhite@ci.charlotte.nc.us

For the County

Tyrone Wade
Deputy County Attorney
600 East Fourth Street
Charlotte, NC 28202
Phone: 704.336.
Fax:
TyroneC.Wade@mecklenburgcountync.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that Legal Notices that are sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Any Member Entity may change its address for notification purposes by giving the Operator written notice of the new address and the date upon which it shall become effective.

10.2. Amendment. No Amendment to this Agreement shall be valid unless in writing and approved by the governing board of each Member Entity then in good standing under this Agreement, and signed by the city, county or town manager of each Member Entity. Notwithstanding the forgoing, Exhibit B to this Agreement may be amended by a majority vote of the Member Entities, and Exhibits C and D to this Agreement may be amended in accordance with the terms set forth therein.

10.3. Force Majeure. Neither the Operator nor any Member Entity shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order or other causes not within such party's reasonable control.

10.4. Waiver. A waiver or any breach of any provision of the Agreement shall not constitute or operate as a waiver of any other provision, nor shall failure to enforce and provision hereof operate as a waiver of the enforcement of such provision or any other provision

10.5. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be invalid or unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.

10.6. Exhibits and Attachments. Each of the following Exhibits and Attachments are attached to and incorporated into this Agreement by reference:

Exhibit A: Participant Packet (including resolution)

Exhibit B: Operational Definitions, Protocols and Procedures

Attachment C: Regional Radio Advisory Council Charter

Attachment D: Regional Radio Advisory Council By-Laws

The parties have caused this Agreement to be executed as of the date first stated in the beginning of this Agreement by authority duly granted by the Charlotte City Council, and the Board of Commissioners for Mecklenburg County, Union County and Cabarrus County.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

City Manager

County Manager

(SEAL)

(SEAL)

City Clerk

Clerk to the Board

Approved as to form:

COUNTY OF CABARRUS

County Manager

(SEAL)

Clerk to the Board

Approved as to form:

County Attorney

County Attorney

COUNTY OF UNION

County Manager

(SEAL)

Clerk to the Board

Approved as to form:

County Attorney

EXHIBIT A
INTERLOCAL AGREEMENT FOR REGIONAL RADIO ADVISORY COUNCIL
PARTICIPANT PACKET FOR
APPROVAL AND RATIFICATION OF INTERLOCAL AGREEMENT
FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL

1. By execution of this Participant Packet by its city, county or town manager, _____ (“Member Entity”) hereby approves, ratifies and becomes a party to that certain **INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM GOVERNANCE** entered into and made effective in or about August 26th, 2013 by and between the City Of Charlotte and Mecklenburg County (the “Regional Radio Interlocal”) and such other local governments as may join the Regional Radio Interlocal from time to time. Defined terms used herein shall have the same meanings as are assigned to such terms in the Regional Radio Interlocal.

2. The undersigned certifies that attached to this Participant Packet is a certified copy of the resolution adopted by Member Entity’s governing board approving and ratifying the Regional Radio Interlocal, and appointing the following person to serve as Member Entity’s Representative under the Regional Radio Interlocal:

Representative’s Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

Pursuant to the attached resolution, the city, county or town manager is authorized to appoint another Representative to serve under the Agreement in the event the above named person leaves Member Entity’s employment or is no longer willing or able to serve. If the Representative is the city, county or town manager and the incumbent Representative fails to appoint a successor Representative before the incumbent is no longer willing or able to serve, the successor Representative shall be the next city, county or town manager, unless Member Entity’s governing board designates another person to serve on a permanent or temporary basis.

3. The Member Entity certifies that it has entered into a Radio Service Agreement with the Operator of the Regional Radio System.

By executing this Participant Packet, the Member Entity hereby ratifies, approves and becomes a Member Entity under the Regional Radio Interlocal, effective upon delivery of this Participation Packet to the Radio Communications Manager.

Member Entity: _____

By: _____

Date: _____

_____ **Manager**

Witness:

(SEAL)

RESOLUTION OF THE _____ TO APPROVE AND RATIFY
AN INTELLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM GOVERNANCE BY
AND AMONG THE CITY OF CHARLOTTE, MECKLENBURG COUNTY AND OTHER
USERS OF THE REGIONAL RADIO SYSTEM

WHEREAS, the City of Charlotte and Mecklenburg County jointly developed an 800 MHz trunked radio system to support public safety needs and provide service to various city and county departments;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region, and has established the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the "Regional Radio System," as defined more specifically in this Agreement) and have signed service agreements to that effect;

WHEREAS, _____ has entered into a radio service agreement with Charlotte in order to use the Regional Radio System;

WHEREAS, _____ and the other users of the Regional Radio System now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities;

WHEREAS, to facilitate regionalism and interoperability, _____ and other users of the Radio System wish to participate in a regional radio advisory council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, and (c) establish interoperability processes and procedures;

WHEREAS, _____ and other users of the Regional Radio System desire to enter into Interlocal Agreement For Regional Radio System Governance to participate in the Regional Radio Advisory Council;

WHEREAS, _____ desires to authorize a representative to act on its behalf on matters before the Regional Radio Advisory Council;

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes local governments to establish a regional radio advisory council in accordance with the terms of this Agreement;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:

1. Approves and ratifies the attached Interlocal Agreement For Regional Radio System Governance by and among the City of Charlotte, Mecklenburg County and other users of the Regional Radio System (the "Regional Radio Interlocal"); and
2. Appoints the person fulfilling the job of _____ to serve as "Primary Representative" and the person fulfilling the job of _____ to serve as "Alternate Representative" for _____, under the terms of the Regional Radio Interlocal;

3. Authorizes the _____ Manager to appoint another person to serve as Representative under the Regional Radio Interlocal in the event that either of the above named persons leave _____ employment or are no longer willing or able to serve for any reason;
4. Authorizes the persons serving as Representatives to represent _____ with respect to on all matters within the Regional Radio Advisory Council's authority under the Regional Radio Interlocal.

This the ___ day of _____, 20__.

EXHIBIT B OPERATIONAL DEFINITIONS, PROTOCOLS AND PROCEDURES

REGIONAL RADIO SYSTEM PURPOSE

The Regional Radio System provides voice communications between participating agencies dealing with both short term (felony pursuits, fires, hazmat, etc.) and long term incidents (major disasters, large scale fires and floods, civil disturbances, terrorist incidents, etc.). The Regional Radio System provides a 800 MHz platform for interoperability as well as utilizing gateway devices to cross-connect the different radio channels operating over various radio frequency bands (e.g. VHF, UHF, and 800MHz) throughout the Region. A purpose of the Regional Radio Advisory Council is to provide a formal structure for ongoing oversight and administration for the Regional Radio System which is used by the signatory entities to provide interoperable communications for their Member Entities, as well as other identified and approved users. The protocols and procedures provided below establish standardized methods for the use of the Regional Radio System among all system users.

DEFINITIONS

Interoperability:

Communications Interoperability is the ability of public safety agencies to talk across disciplines and jurisdictions via radio communications systems, exchanging voice and/or data with one another on demand, in real-time, when needed and as authorized.

Incident:

An event or occurrence requiring the participation and coordination of more than one public safety-first responder agency (e.g. police, fire, medical services). The event or occurrence may be an emergency, natural or man-made disaster, or a non-emergency, planned event (e.g. New Year's Eve) requiring the services of more than one agency.

ICALL:

A dedicated radio frequency monitored by all local radio dispatch centers in which requests for multi-agency assistance may be placed. The calling channel is used to contact other users in the region for the purpose of requesting incident-related information and assistance and for setting up tactical communications for specific events. In most cases, the calling party will be asked to move from the Regional Radio/ICALL channel to one of the Regional Radio channels for continuing incident operations or other interoperability communication needs.

Regional Radio & ITAC Channels:

Regional Radio & ITAC channels are dedicated radio frequencies and are assigned based on the geographic location of the event or occurrence. They are used for coordination activity between different agencies in a mutual aid situation. Incidents requiring multi-agency participation are coordinated over these channels by the agency controlling the incident.

Radio Dispatch Center:

Radio Dispatch Centers may be a Public Safety Answering Point (also known as a 9-1-1 Center), a Dispatch Center, or a Fire Alarm Office (FAO), which provides public safety radio and telephone communication services 24 hours a day, 7 days per week. Radio dispatch centers are required to monitor the appropriate the Regional Radio/ITAC channel at all times. A radio dispatch center may delegate monitoring of the Regional Radio channel based on its scheduled rotation so long as the radio dispatch center has the capability of monitoring the Regional Radio/ITAC channels 24 hours, 7 days a week.

Common Language:

Common English language will be spoken at all times when using the Regional Radio System. 10 codes and other acronyms must be avoided at all times. Radio communications must be clear and understandable. Long radio transmissions should be avoided when possible.

PROTOCOL

Regional Radio System may be used, if needed, to allow voice communications between each entity's personnel dealing with an incident. As previously stated in this document, the Regional Radio System is intended for use when immediate information will enhance the safety or effectiveness of personnel dealing with an incident. It is not to be used to transmit mundane information.

The purpose of this protocol is to establish a clear method for use of all Regional Radio channels including the ICALL and ITAC and Regional Radio System interoperability radio frequencies. These interoperable radio frequencies replace mutual aid channels and provide greater area-wide coverage. These radio frequencies are to be used in the event of a multi-jurisdictional operation requiring the use of a common radio channel. These dedicated radio frequencies are specifically to be used to coordinate incident command activities during disasters or planned multi-jurisdictional events. They are not to be used for routine/day-to-day public safety operations.

The Regional Radio channels as of the implementation of this Agreement are:

LIST CHANNELS IF DESIRED

PROCEDURES

The following procedures shall be utilized by member entities whenever utilizing the Regional Radio System:

First Responder, Incident Commander or Dispatch Center Supervisor:

1. Determine the nature of the incident and whether more than one resource will be needed (e.g. police, fire, medical, HAZMAT, bomb squad, emergency management).
2. Notify the monitoring dispatch center on the Regional Radio channel of the incident and request assistance from other agencies, as required.
3. Utilize NIMS or ICS protocols and communicate relevant information in plain English. (Avoid using agency specific codes, acronyms or jargon.)
4. At the appropriate time, advise who the incident commander is and relay pertinent information to be transmitted to the other responding resources/agencies.
5. Supervisors will monitor the Regional Radio System channel, communicate with resources on that channel and relay all information to their subordinates on their respective agency radio.
6. Advise when incident has terminated and vacate Regional Radio System interoperability channel.

Monitoring Radio Dispatch Center (Dispatch Center):

1. Receive and acknowledge request from first responder.
2. Determine the proper Regional Radio System channel to be utilized.
3. Advise first responder which Regional Radio System channel(s) to use.
4. Notify other resources/agencies and advise them of the Regional Radio System channel.
5. Assist with mobilization of resources (e.g. other public safety agencies, first responders, support personnel).
6. Notify the chief officer of the agency and advise each resource to notify their respective chief officer.
7. Notify its emergency management staff of the incident and provide updates and the Regional Radio System channel being used for the incident/event.
8. Return to normal monitoring duties at termination of incident.

Regional Radio System may be activated or used for joint agency emergency incidents. It may also be used for planned joint agency tactical operations, large public events, joint training

exercises, and planned system testing.

The types and incident priorities for use of NCORE are as follows:

- Priority 1: Disaster and extreme emergency operations.
- Priority 2: Emergency or urgent operations involving imminent danger to the life and safety of personnel and property.
- Priority 3: Special event control activities, generally of a pre-planned nature, and generally involving participation of two or more agencies.
- Priority 4: Drills, tests, and exercises.

A request to participate in Regional Radio System is not a request to transfer responsibility for an incident.

Regional Radio System can be used for Homeland Security matters or other related incidents. Regional Radio System policy prohibits participants from releasing radio frequencies, CTCSS/CDCSS codes, channel plan, and other information related to the system. No system information shall be released to the media or other public or private entities. *Exception: This information may be released to service technicians involved with the direct maintenance or repair of the participating agency's radio equipment, on a "need to know" basis.* Agencies failing to safeguard Regional Radio System information may be excluded from the Regional Radio Advisory Council in accordance with section 9.4 of the Interlocal Agreement for Regional Radio System Governance. Member Entities who wish to have a list of frequencies shall contact the Regional Radio Advisory Council, which will review the request and determine whether to release the information to the requesting party.

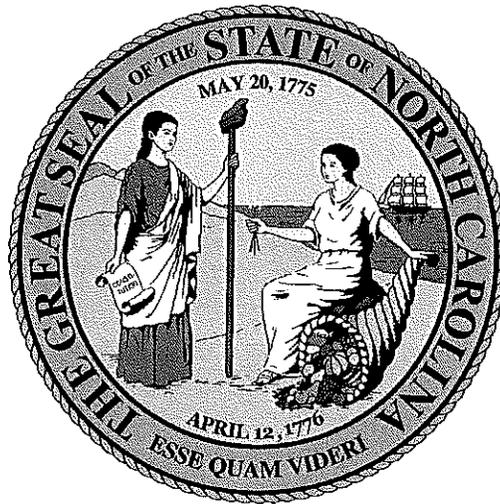
MAINTENANCE

The primary Regional Radio System infrastructure and equipment will be maintained by Charlotte/Mecklenburg Shared Services as noted in each agencies Inter-local agreement. Agencies electing to have radio services provided by Charlotte/Mecklenburg Shared Services shall have such services as noted in their inter-local agreement. Each participating entity providing its separately owned equipment for use in the Regional Radio System is responsible for the maintenance, upgrade and support of such equipment including hardware and software for their entity.

It is understood that radio reprogramming and maintenance will be required on an ongoing basis, and system configuration changes will occur as the system grows. Participating entities agree to promptly reprogram their separately owned radio equipment, by an authorized agent as specified by the Regional Radio Advisory Council, to maintain the continuity of the system.

Radio frequencies in each band will be labeled as specified by the Regional Radio Advisory Council to ensure uniformity of identification in radio displays.

Regional Radio Advisory Council Charter



January 2013

Regional Radio Advisory Council Charter

I. Background

In 2003, the City of Charlotte and County of Mecklenburg, North Carolina, jointly developed and implemented an 800 MHz radio system to serve the public safety agencies and other identified entities within the Charlotte Urban Security Initiative Area (UASI). The intent of this system (the "Regional Radio System") is to enhance and improve interoperable communications between and among governmental entities. The City of Charlotte was designated as the lead agency for the coordination of regional communications interoperability with the UASI region and as such operates and manages the Regional Radio System. As a result of other counties and jurisdictions joining the Regional Radio System through the signing of inter-local agreements, the Regional Radio Advisory Council was created as the governance body for the Regional Radio System. The Regional Radio Advisory Council will be henceforth referred to as the "Advisory Council".

II. Description

This Charter describes the authority, purpose, responsibilities, vision and mission statements, membership rules and requirements, use of funds and resources, operating principles, decision-making procedures and logistical considerations that will guide the Advisory Council's activities.

III. Authority

The Advisory Council will have the following authority:

- A. Oversee and guide the growth of the Regional Radio System.
- B. Establish performance and technical standards for the Regional System.
- C. Establish interoperability processes and procedures for the Regional System.
- D. Provide a formal governance structure for ongoing oversight and administration.

IV. Purpose

The primary purpose of the Advisory Council shall be to establish an operational and management structure that will provide the member entities an opportunity to participate in the on-going administration and oversight of the Regional Radio System throughout the term of the Agreement.

V. Responsibilities

The Advisory Council shall be responsible for the following:

- A. Develop and approve system-wide policies, strategies and goals relating to the use of the System. Such policies will establish guidelines for the use of the Regional Radio System while the strategies and goals will define the evolution of the system and its future capabilities.
- B. Develop system-wide standardized practices and standard operating procedures for use of the Regional Radio System.
- C. Develop and recommend a 10 year Strategic Plan updated annually, for the ongoing technical currency of the system infrastructure.

VI. Vision Statement:

Ensure that all users of the Regional Radio System have the capability to communicate reliably in real-time, across disciplines and jurisdictions in order to respond more effectively during multi-jurisdictional operations, major incidents and natural disasters.

VII. Mission Statement:

Oversee the Regional Radio System on behalf of all users in order to provide reliable, interoperable communications and enhance the safety of its citizens, visitors and government personnel throughout the region.

VIII. Membership

- A. The voting membership of the Advisory Council shall be comprised of one representative from each county that has executed an interlocal agreement to participate in the System (collectively the "Member Entities"). The representatives appointed by the Member Entities are referred to as "Representatives."
- B. Each Member Entity will have an opportunity to assign one primary representative and one alternate to the Advisory Council.
- C. The Advisory Council may extend voting membership, by a majority vote of the Advisory Council, to a representative of a non-countywide system when the representative is selected by members of a single Radio Communication Council ("RCC") participating in the Regional Radio System within a unrepresented county. This RCC would remain a Member Entity until such time as the county in which the RCC is located signs the Interlocal Agreement for Regional Radio Governance and a Representative from the county is appointed to the Advisory Council.
- D. Member Entity representation will be voluntary and without compensation.
- E. All Member Entities are subject to all conditions contained within the Advisory Council's bylaws, and may be removed from the Advisory Council in accordance with the bylaws..
- F. New Member Entities may submit a nomination for Committee membership in accordance with the bylaws.

- G. The Regional Radio Advisory Council Sponsor shall act in an advisory non-voting capacity to the Advisory Council.
- H. The Advisory Council may allow any unrepresented participating jurisdiction to participate in Advisory Council meetings and deliberations as a non-voting advisory member by majority vote.

IX. Officers

The Advisory Council will establish the following positions to manage operations: Chair, Vice-Chair and Secretary. All must be current and primary voting members of the Advisory Council:

- *Chair*
 - Direct all Advisory Council activities/operations
 - Ensure activities comply with all applicable North Carolina and Advisory Council rules, regulations and laws.
 - Preside over all regular and special Advisory Council meetings
 - Coordinate meetings, including establishing the time and location
 - Represent the Advisory Council to city, county and town managers during temporary absences of the Regional Radio Advisory Council Sponsor.
- *Vice-Chair*
 - Assist the Chair in the performance of their duties
 - Preside over Advisory Council meetings in the absence of the Chair

X. Regional Radio Advisory Council Sponsor

The City of Charlotte's Shared Services Director will serve as the Regional Radio Advisory Council Sponsor. The Regional Radio Advisory Council Sponsor will provide the following to the Advisory Council:

- A. Execute the strategic vision, direction and priorities as established by the Advisory Council for the Regional Radio System.
- B. Serving as a liaison for the Advisory Council.
- C. Advising the Advisory Council in the accomplishment of its mission.
- D. Being an active advocate for the Regional Radio Advisory Council throughout the region.
- E. Assisting the Advisory Council Chairperson and other Advisory Council leaders in the management of the Regional Radio System.
- F. Provide staff to perform the following administrative functions of the Advisory Council:
 - 1. Schedule meeting dates and locations.
 - 2. Notify all Representatives of upcoming meetings.
 - 3. Ensure the preparation of meeting agendas.

4. Record the minutes of all meetings.
5. Disseminate meeting minutes and all appropriate documents to all Representatives in a timely manner following each meeting.
6. Ensure that all documents being discussed at upcoming meetings are distributed to all Representatives sufficiently prior to such meeting as to allow for their review prior to such meetings.

XI. REGIONAL RADIO COMMUNICATIONS MANAGER

The Regional Radio Communications Manager is the individual appointed under the Charlotte/Mecklenburg Radio Interlocal to perform the Radio Communications Manager duties. The Manager will assist the Advisory Council by performing the following actions:

- A. Providing monthly Regional Radio System performance statistics as defined in any and all Radio Service Agreements in effect between the City of Charlotte and other members of the Advisory Council, so as to allow the Advisory Council to monitor system performance.
- B. Providing, as appropriate, regular system infrastructure capital project status reports, in order for the Advisory Council to ascertain project progress.
- C. Any further actions deemed appropriate by the Advisory Council.

XI. Meetings

- A. All meetings shall be conducted in accordance with the provisions and requirements of Advisory Council by-laws and in compliance with all North Carolina laws and regulations.
- B. To ensure greater success, all Representatives will be expected to:
 - Prepare for and attend scheduled meetings.
 - Engage in open and honest communications.
 - Provide an accurate representation of their respective Member Entity and all agencies represented by them ("Agencies") in achieving the best system-wide outcome.
 - Be knowledgeable of the business process of and the role of radio voice and data technology in supporting those processes.
 - Be committed to collaborating to achieve the best interests of the Regional Radio System above the interests of an Member Entity or Agency.
 - Become aware of and support the objectives of the Advisory Council.
 - Be committed to serving as an active member of the Advisory Council for at least twelve months.
 - Keep his/her appointing Member Entity and all Agencies represented by his/her Member Entity fully informed regarding the activities of the Regional Radio Advisory Council.
 - Support consensus decisions and seek endorsement from their respective Member Entity.

- C. If a Member Entity's Representative is unable to attend an Advisory Council meeting, the Alternate for that Representative shall attend the meeting. Member Entities should designate an Alternate in advance to represent the Member Entity in the absence of the Representative. In addition, Alternates are encouraged to attend all Advisory Council meetings with the primary Representative.

XII. Operating Principles

The Advisory Council should:

- A. Consider the unique needs of public safety first responders and other participating Agencies throughout the Region.
- B. Recognize and respect stakeholder concerns and address those concerns that could negatively impact the capabilities of the Regional Radio System.
- C. Think inter-disciplinary.
- D. Identify issues within the Advisory Council's control and address those matters.
- E. Ensure strategies, system upgrades, modifications and enhancements are in sync with the overall Advisory Council goals and objectives, as well as compatible with member requirements.
- F. Ensure network capabilities to meet user needs.
- G. Exercise the Advisory Council's responsibility to all Member Entities for overseeing the Regional Radio System and not basing decisions on any single individual, agency, or technology.
- H. Promote a collaborative approach in dealing with issues.
- I. Speak with one voice when reporting externally.

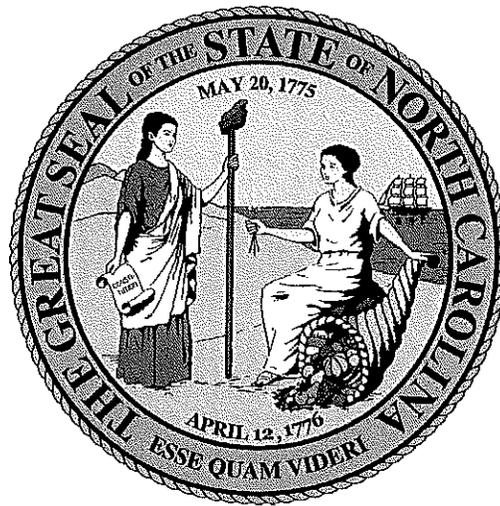
XIII. Decision-Making Procedures

- A. A quorum must be reached to conduct a vote.
- B. It is considered a quorum when a simple majority of the Member Entities are present.
- C. If a quorum has been reached, a simple majority of the Member Entities present at the meeting is required for approval of Advisory Council decisions and recommendations
- D. Each Member Entity has one vote. If the voting Representative is unable to attend, the Alternate can vote for that Member Entity.
- E. A two-thirds majority vote of all Member Entities is required for final approval of new Charter amendments.
- F. The Chair is responsible for reporting Advisory Council decisions and recommendations to interested parties.

XIV. Working Groups/Subcommittees

The Advisory Council may create and be assisted by Working Groups or Subcommittees as required by a majority vote of the Advisory Council. Such Working Groups or Subcommittees will be subject to all conditions established within the Regional Radio Advisory Council's by-laws.

Regional Radio Advisory Council Bylaws



January 2013

Regional Radio Advisory Council Bylaws

ARTICLE I: Name

In accordance with the Interlocal Agreement for Regional Radio Governance between Charlotte/Mecklenburg and all Member Entities utilizing the Regional Radio System, this Regional Radio Advisory Council shall serve as the governance body for the Regional Radio System and shall herein be referred to as the "Advisory Council."

ARTICLE II: Purpose

1. The purpose of the Advisory Council is to establish an operational and management structure that provides all Member Entities with standardized guidelines for the operation, management and support of the Regional Radio system used for public safety communications interoperability within the Region. As such, the goals of the Advisory Council are as follows:
 - A. Provide a structure that enables Member Entities to coordinate and standardize the communications capabilities provided by the Regional Radio System.
 - B. Establish a formal mechanism to facilitate Region-wide decision-making.
 - C. Identifying opportunities to enhance/upgrade Regional Radio System.
 - D. Establish a governing body that can remain independent and meet the needs of all Member Entities.

ARTICLE III: Organizational Responsibilities

The Advisory Council shall be responsible for:

1. Providing formalized oversight in the administration, growth and use of the Regional Radio System.
2. Developing and adopting by-laws to govern the Advisory Council and its operations.
3. Establishing performance and technical recommendations for the Regional Radio System.

4. Establishing system-wide standardized practices that achieve the purpose of the policies, strategies and/or goals established by the Advisory Council for the Regional Radio System.
5. Develop and approve system-wide policies, strategies and goals relating to the use of the System.
6. Develop and recommend a 10 year Strategic Plan, and update it annually, for the ongoing technical currency of the system infrastructure.
7. Establishing staff working groups from Member Entities to research technical and operational issues.
8. Identifying opportunities to enhance/upgrade Regional Radio System.

ARTICLE IV: Member Entities

1. MEMBERSHIP

The voting membership of the Advisory Council shall be comprised of one representative from each of the member counties that executes the Interlocal Agreement for Regional Radio Governance to join the Regional Radio System (collectively, ("Member Entities").

- A. The maximum membership of the Advisory Council may be determined by a majority vote of the existing Member Entities. Each Member Entity will appoint a primary representative ("Representative") to vote and represent its interest on the Advisory Council.
- B. Member Entities are encouraged to have alternates for their Representatives ("Alternates") and have such Alternates attend all Advisory Council meetings. Representative will be entitled to only one vote. The Alternate may vote only when the Representative is absent. Representatives (and their Alternates when Representatives are not present) will have sole voting rights for their respective Member Entities.
- C. Each Representative and his or her Alternate shall be empowered with the authority to speak and act on behalf of the Member Entity. Each Member and Alternate shall be identified by name and so empowered in writing to the Chair of the Advisory Council, as needed.
- D. In the event of removal, resignation, or death of a Representative, the Member Entity shall promptly appoint a successor to fill the position and notify the chair of the Advisory Council in writing.
- E. Member Entities may not designate another Member Entity to serve as its proxy for voting purposes.

- F. All notices to Member Entities shall be directed to their respective Representatives.

2. REPRESENTATIVE DUTIES

Each Representative shall:

- Prepare for and attend scheduled meetings.
- Engage in open and honest communications.
- Provide an accurate representation of their respective Member Entity and all agencies represented by their Member Entity ("Agencies") in achieving the best system-wide outcome.
- Be knowledgeable of the business process of and the role of radio voice and data technology in supporting those processes.
- Be committed to collaborating to achieve the best interests of the Regional Radio System above the interests of an individual Member Entity or Agency.
- Become aware of and support the objectives of the Advisory Council.
- Be committed to serving as an active member of the Advisory Council for at least twelve months.
- Keep all Agencies represented by their Member Entity fully informed regarding the activities of the Regional Radio Advisory Council.
- Support consensus decisions and seek endorsement from their respective Member Entity.

3. ATTENDANCE REQUIREMENTS

If Representative fails to attend three consecutive regularly scheduled Advisory Council meetings, the Chair can request the Member Entity appoint a replacement representative. If the Member Entity fails to appoint a replacement within forty-five (45) days after written request from the Chair, the Advisory Council may by majority vote remove the Member Entity and terminate the Interlocal Agreement for Regional Radio Governance with respect to such Member Entity.

4. ENTITY WITHDRAWAL

Representative/Member Entities wishing to withdraw from the Advisory Council must provide 90 days' notice of their intent to withdraw to the Chair of the Advisory Council.

ARTICLE V: Officers

1. The officers of the Advisory Council shall consist of the Chair and Vice-Chair.

2. All officers must be voting Representatives of the Advisory Council.
3. Terms will be for twelve months
4. Elections
 - Election of the Chair and Vice-Chair shall be conducted at the first meeting of the Advisory Council.
 - In subsequent years, the Advisory Council shall hold nominations and elections for the position of Chair and Vice-Chair within the first quarter of each calendar year.
 - Each officer's term shall be effective from the close of the meeting at which they were installed.
5. Chair's Roles and Responsibilities
 - Direct the operations of Advisory Council
 - Preside over all Advisory Council meetings
 - Represent the Advisory Council and serve as its primary spokesperson.
 - Assist with the transition of the newly elected Chair at the end of their term.
 - Coordinate meetings, including establishing the time and location.
 - Represent the Advisory Council to the city, county and town managers during temporary absences of the Regional Radio Advisory Council Sponsor.
 - Ensure activities comply with all applicable North Carolina and Advisory Council rules, regulations and laws.
6. Vice-Chair's Roles and Responsibilities
 - Assist the Chair in the performance of his/her duties
 - Assume such duties in the absence of the Chair.

ARTICLE VI: Regional Radio Advisory Council Sponsor

The City of Charlotte's Shared Services Director will serve as the Regional Radio Advisory Council Sponsor. The Regional Radio Advisory Council Sponsor will provide the following to the Advisory Council:

- A. Execute the strategic vision, direction and priorities as established by the Advisory Council for the Regional Radio System.
- B. Serving as a liaison for the Advisory Council.
- C. Advising the Advisory Council in the accomplishment of its mission.

- D. Being an active advocate for the Regional Radio Advisory Council throughout the region.
- E. Assisting the Advisory Council Chair and other Advisory Council leaders in the management of the Regional Radio System.
- F. Provide staff to perform the following administrative functions of the Advisory Council:
 1. Schedule meeting dates and locations.
 2. Notify all Representatives of upcoming meetings.
 3. Ensure the preparation of meeting agendas.
 4. Record the minutes of all meetings.
 5. Disseminate meeting minutes and all appropriate documents to all Representatives in a timely manner following each meeting.
 6. Ensure that all documents being discussed at upcoming meetings are distributed to all Representatives sufficiently prior to such meeting as to allow for their review prior to such meetings.

ARTICLE VII: Regional Radio Communications Manager

The Regional Radio Communications Manager is the individual responsible for performing all related managerial duties for the Regional Radio System. The Manager will assist the Advisory Council by performing the following actions:

- A. Providing monthly Regional Radio System performance statistics as defined in any and all Radio Service Agreements in effect between the City of Charlotte and other members of the Advisory Council, so as to allow the Advisory Council to monitor system performance.
- B. Providing, as appropriate, regular system infrastructure capital project status reports, in order for the Advisory Council to ascertain project progress.
- C. Any further actions deemed appropriate by the Advisory Council.

ARTICLE VIII: Advisory Council Meetings

1. Regular Meetings

- Regular meetings of the full Advisory Council shall be held at least quarterly.
- Meetings may be held in person, via teleconference, internet conference, or by any other means deemed appropriate and approved by the Advisory Council.
- Regular and special meetings of the Advisory Council will be conducted in accordance with all applicable North Carolina laws and regulations.

- Meetings may be cancelled by the Chair upon agreement by a majority of the Member Entities.
- Member Entities who will not have a Representative or Alternate present at a meeting will notify the Chair as soon as reasonably possible prior to the meeting.
- If a meeting is cancelled, the Chair will notify Member Entities of the cancellation prior to the scheduled meeting.

2. A quorum must be reached to conduct a vote.

3. A quorum shall consist of a simple majority of the Member Entities.

4. If a quorum has been reached, a simple majority of the Member Entities is required for approval of Advisory Council decisions and recommendations

5. Immediately preceding a vote by the Advisory Council, the recording individual shall repeat the motion, name of the person making the motion and name the person seconding the motion. Any Representative may request to have his/her vote entered in the minutes.

6. When both the Representative and Alternate are present at a regular meeting or special meeting, only the primary Representative may cast votes and be recorded in proceedings.

ARTICLE IX: Working Groups

The Chair of the Advisory Council may recommend the establishment of special or standing working groups to assist the Advisory Council ("Working Groups"). The Chair shall explain the duties and responsibilities of the Working Groups and any matters relating to its efficient operation in his/her recommendation. Working Groups shall be established based upon the majority vote of the Advisory Council.

1. Representatives.

- Each Member Entity shall be entitled to appoint one qualified individual to serve on such Working Groups.
 - Representatives and/or Alternates may serve on any Working Group only upon obtaining the approval of a majority of the Advisory Council members.

- All members of Working Groups shall serve at the pleasure of the appointing Member Entity and may be replaced by the appointing authority in accordance with applicable law.
- In the event of removal, resignation, or death of a Representative, the appointing Member Entity shall promptly appoint a successor to fill the position and notify the Chair of the Advisory Council in writing.

2. Chair

- Working Group(s) Chair shall be appointed by the Advisory Council.

ARTICLE X: Rules of Procedure

Unless otherwise specified, all matters of order and procedure shall be decided using the most recent edition of the Institute of Government's *Suggested Rules of Procedure for Small Local Government Advisory Councils*, as it may be amended from time to time..

ARTICLE XI: Amendment of Bylaws

Proposed bylaw changes are to be submitted as a discussion item on the agenda for the next regularly scheduled Advisory Council meeting. Changes/amendments will be voted upon at the end of Advisory Council meetings. A two-thirds vote of all Member Entities is required to amend the bylaws.

RESOLUTION OF THE CHARLOTTE CITY COUNCIL TO APPROVE AND RATIFY AN
INTELOCAL AGREEMENT FOR CREATION OF A REGIONAL RADIO SYSTEM
ADVISORY COUNCIL BY AND AMONG THE CITY OF CHARLOTTE, MECKLENBURG
COUNTY AND OTHER USERS OF THE REGIONAL RADIO SYSTEM

WHEREAS, the City of Charlotte and Mecklenburg County jointly developed an 800 MHz trunked radio system to support public safety needs and provide service to various city and county departments;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region, and has established the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the "Regional Radio System," as defined more specifically in this Agreement) and have signed service agreements to that effect;

WHEREAS, the City of Charlotte and the other users of the Regional Radio System now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities;

WHEREAS, to facilitate regionalism and interoperability, the City of Charlotte and other users of the Radio System wish to participate in a regional radio advisory council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional

performance and technical standards for the Regional Radio System, and (c) establish interoperability processes and procedures;

WHEREAS, the City of Charlotte and other users of the Regional Radio System desire to enter into an Interlocal Agreement For Regional Radio System Governance to participate in the Regional Radio Advisory Council;

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes local governments to establish a regional radio advisory council in accordance with the terms of this Agreement;

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

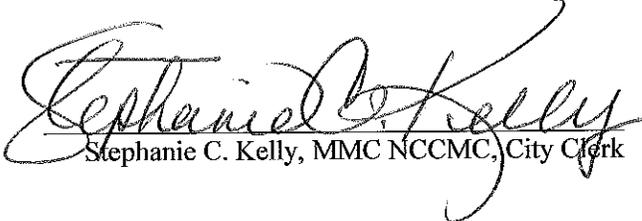
1. Approves and ratifies the attached Interlocal Agreement For Regional Radio System Governance by and among the City of Charlotte, Mecklenburg County and other users of the Regional Radio System (the "Regional Radio Interlocal");
2. Appoints the person fulfilling the job of Director of Shared Services to serve as "Regional Radio Advisory Council Sponsor" under the terms of the Regional Radio Interlocal; and
3. Authorizes the City Manager to appoint another person to serve as Regional Radio Advisory Council Sponsor under the Regional Radio Interlocal in the event that the above named person leaves the City of Charlotte employment or is no longer willing or able to serve for any reason.

This the 25th day of November, 2013.

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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 852-887.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.


Stephanie C. Kelly, MMC NCCMC, City Clerk

CHARLOTTE CITY COUNCIL

Resolution Authorizing Donation of Personal Property

Whereas, North Carolina G.S. 160A-280 allows a city to donate any personal property that the governing board deems to be surplus, obsolete, or unused to a nonprofit organization and;

Whereas, the City Manager has recommended that the property listed on the attached Exhibit A (the "Property") be declared as surplus; and

Whereas, the City Manager recommends that the Property be donated to Goodwill Industries of the Southern Piedmont; and

Whereas, City staff posted a public notice of the proposed donation at least five days prior to the adoption of this resolution;

Be it resolved, by the Charlotte City Council that the Property described on Exhibit A is declared surplus and that the City Manager or his designee is authorized to donate such Property to Goodwill Industries of the Southern Piedmont.

Adopted on this 25th day of November, 2013.

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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 888-889.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.

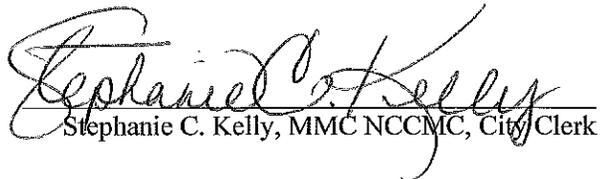

Stephanie C. Kelly, MMC NCCMC, City Clerk



Exhibit - A (November 25, 2013 Council meeting)

computers =	259	
laptops =	69	
monitors =	110	
other =	99	
printers/copiers/scanners =	83	
servers =	9	
tv's =	10	
	<u>639</u>	items

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 25th day of November 2013 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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 890-891.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.


Stephanie C. Kelly, MMC NCCMC, City Clerk

Property Tax Refund Requests

BEREWICK HOMEOWNERS ASSOCIATION INC	\$	249.09
BEREWICK HOMEOWNERS ASSOCIATION INC		249.09
BEREWICK HOMEOWNERS ASSOCIATION INC		183.44
BEREWICK HOMEOWNERS ASSOCIATION INC		307.21
BEREWICK HOMEOWNERS ASSOCIATION INC		307.21
BEREWICK HOMEOWNERS ASSOCIATION INC		39.33
BEREWICK HOMEOWNERS ASSOCIATION INC		39.33
BURRUS, RUSSELL A		1,251.13
ELLERBE, D MASON		664.68
ESSROC CEMENT CORP		63.04
FRANKLIN AMERICAN MORTGAGE CO		1,253.62
GHEESLING, CAROLYN C		233.93
JV NAILS SPA		17.13
MCGINTY, STEPHEN H		91.16
MCGINTY, STEPHEN H		90.49
MCGINTY, STEPHEN H		61.00
MCGINTY, STEPHEN H		62.22
MCKEITHEN, SUSAN CABOT		925.15
MCKEITHEN, SUSAN CABOT		171.16
NATIONAL TAX SEARCH LLC		4,415.15
NATIONAL TAX SEARCH LLC		27,429.41
PIPER GLEN ANIMAL HOSPITAL PA		113.94
WELLS FARGO HOME MORTGAGE		30.15
WELLS FARGO HOME MORTGAGE		30.15
WELLS FARGO HOME MORTGAGE		49.99
WELLS FARGO HOME MORTGAGE		49.99
WILLIFORD, JOHN K		2,143.98
	\$	<u>40,522.16</u>

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

Reference is made to the schedule of "Business Privilege License 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 certain 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 25th day of November 2013 that those taxpayers listed on the schedule of "Business Privilege License 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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 892-893.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.


Stephanie C. Kelly, MMC NCCMC, City Clerk

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a residual portion of Old Steele Creek Road Extension in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Ari Strebor LLC** has filed a petition to close a residual portion of Old Steele Creek Road Extension in the City of Charlotte; and

Whereas, a residual portion of Old Steele Creek Road Extension is an unopened right-of-way that begins approximately 46 feet north of its intersecting point with Old Steele Creek Road, continuing northeast approximately 534 feet as a 50-foot wide right-of-way that abuts tax parcels 117-103-07 and 117-103-105, both owned by the petitioner, which terminates at the Southern Railway Crossline Railroad, and consists of 27,443 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.

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 four 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 November 25, 2013, that it intends to close a residual portion of Old Steele Creek Road Extension 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 13th day of January 2014, in CMGC meeting chamber, 600 East 4th 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 four 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 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 894 - 897.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.

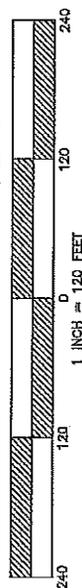



Stephanie C. Kelly, MMC NCCMC, City Clerk

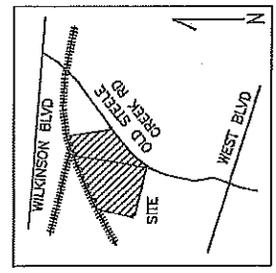
MAP SHOWING OLD STEELE CREEK ROAD EXTENSION ABANDONMENT & RECOMBINATION

LOCATED IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA
 MAP PREPARED FOR: ARI STREBOR, LLC
 REFERENCE: DB 22895-955
 DATE OF SURVEY: AUGUST 30, 2013

1 INCH = 120 FEET

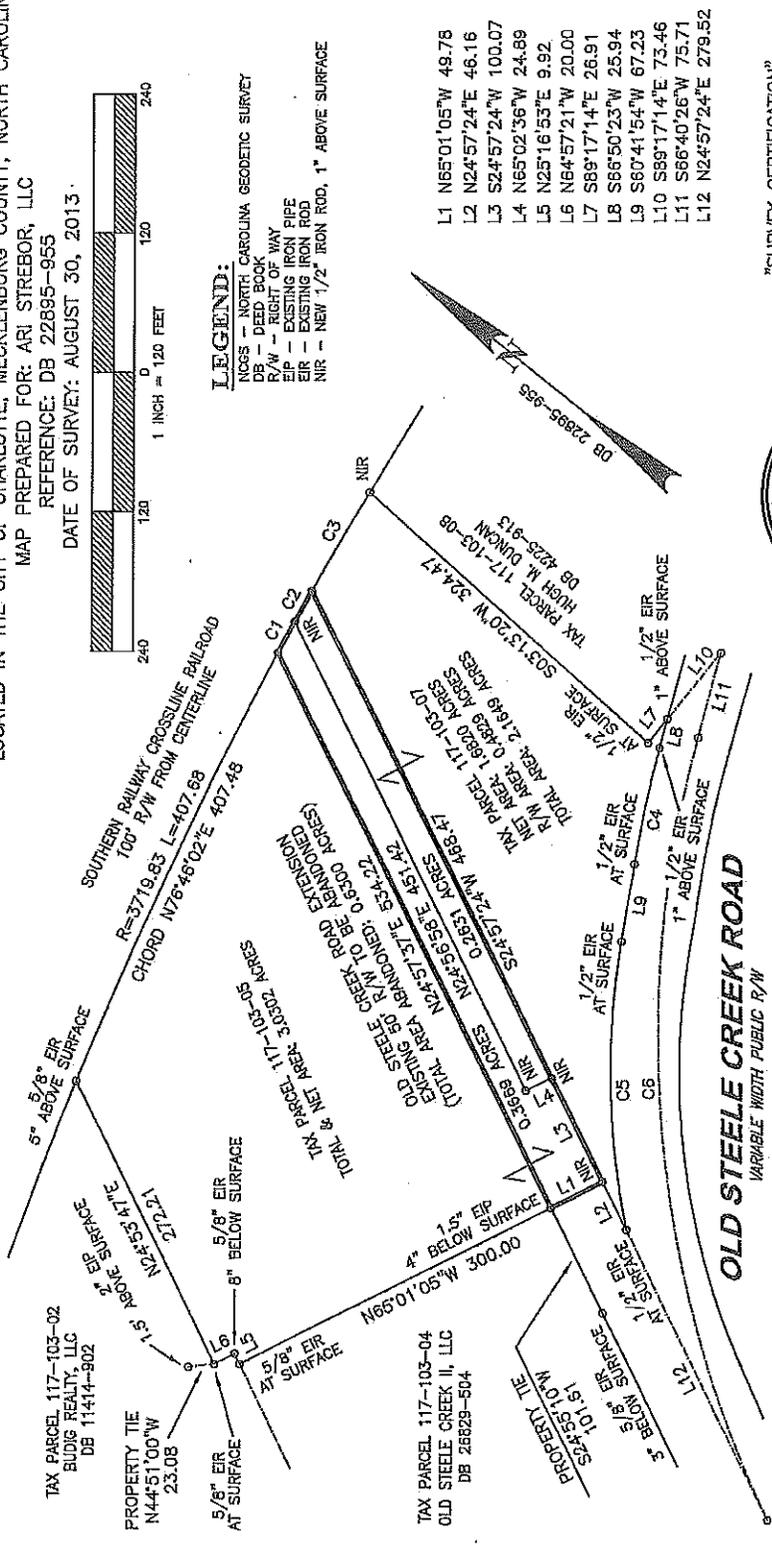


LEGEND:
 NCSS - NORTH CAROLINA GEODETIC SURVEY
 DB - DEED BOOK
 R/W - RIGHT OF WAY
 EIP - EXISTING IRON PIPE
 EIR - EXISTING IRON ROD
 NIR - NEW 1/2" IRON ROD, 1" ABOVE SURFACE

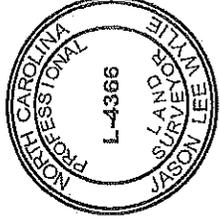


VICINITY MAP - NTS

- C1
 R=3719.83 L=30.21
 CHORD N80°08'23"E 30.21
- C2
 R=3719.83 L=30.21
 CHORD N80°36'15"E 30.21
- C3
 R=3719.83 L=97.85
 CHORD N81°35'28"E 97.85
- C4
 R=990.80 L=102.41
 CHORD S63°41'52"W 102.36
- C5
 R=680.00 L=249.50
 CHORD S50°11'15"W 248.11
- C6
 R=960.80 L=691.30
 CHORD S46°00'33"W 676.49



"SURVEY CERTIFICATION"
 I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A "CLASS A" SURVEY AS SPECIFIED IN NCAC 21, CHAPTER 56.
 Jason Lee Wylie
 JASON LEE WYLIE, NORTH CAROLINA PLS. L-4366



FROM THE OFFICE OF
JASON LEE WYLIE
 PROFESSIONAL LAND SURVEYOR
 2417 FAY JONES ROAD
 DENVER, N.C. 28037
 PHONE: 704-753-5926
 FAX: 704-489-2057

- NOTES:**
1. THE PURPOSE OF THIS MAP IS TO ABANDON OLD STEELE CREEK ROAD EXTENSION AND TO RECOMBINE THE PROPERTY AS SHOWN.
 2. EASEMENT IN FAVOR OF CHARLOTTE-MECKLENBURG UTILITIES, OVER, UPON, AND UNDER THE AREA PETITIONED TO BE ABANDONED FOR INGRESS, EGRESS, AND INGRESS TO ACCESS ITS EXISTING FACILITIES FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF WATER LINES, SEWER LINES, AND RELATED EQUIPMENT.
 3. NO NCSS MONUMENT WAS FOUND WITHIN 2,000' OF THE PROPERTY.
 4. POINTS NOT LABELED WITH MONUMENTATION ARE CALCULATED POINTS.
 5. THE PARCEL AREAS SHOWN DO NOT INCLUDE THE ABANDONED R/W AREA.

**LEGAL DESCRIPTION
OLD STEELE CREEK ROAD EXTENSION ABANDONMENT
0.6300 ACRES**

That certain tract or parcel of land situated, lying, and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe lying on the northwest margin of Old Steele Creek Road Extension and marking the easternmost corner of the Old Steele Creek II, LLC property as described in Deed Book 26829, Page 504; thence with the northwest margin of Old Steele Creek Road Extension North 24-57-37 East 534.22 feet to a point lying on the southern margin of the Southern Railway Crossline Railroad; thence with the southern margin of the Railroad two (2) courses and distances as follows: (1) with the arc of a circular curve to the right having a radius of 3719.83 feet an arc length of 30.21 feet (chord North 80-08-23 East 30.21 feet) to a new iron rod; thence continuing with the arc of a circular curve to the right having a radius of 3719.83 feet an arc length of 30.21 feet (chord North 80-36-18 East 30.21 feet) to a point lying on the southeast margin of Old Steele Creek Road Extension; thence with the southeast margin of Old Steele Creek Road Extension South 24-57-24 West 568.54 feet to a new iron rod marking the new terminus of Old Steele Creek Road Extension; thence with the new terminus North 65-01-05 West 49.78 feet to the Point or Place of **BEGINNING**; containing 0.6300 acres of land.

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

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **ABUNDANCE CIRCLE SANITARY SEWER AND WATER MAIN TO SERVE 12101 OLD STATESVILLE ROAD PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **ABUNDANCE CIRCLE SANITARY SEWER AND WATER MAIN TO SERVE 12101 OLD STATESVILLE ROAD PROJECT** and estimated to be **1,271 square feet (.029 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 017-371-98, said property currently owned by **PLUM CREEK PROPERTY OWNERS ASSOCIATION, INC.**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

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

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

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 897a

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.




Stephanie C. Kelly, MMC NCCMC, City Clerk

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

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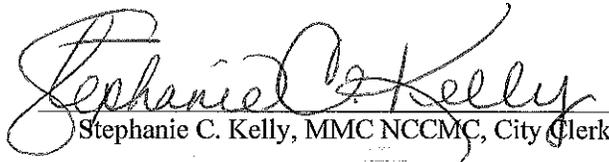
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of November, 2013, the reference having been made in Minute Book 135, and recorded in full in Resolution Book 44, Page(s) 898 .

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 25th day of November, 2013.




Stephanie C. Kelly, MMC NCCMC, City Clerk