AGENDA

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<tr>
<td>Date:</td>
<td>06-01-1992</td>
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<td>SUBJECT</td>
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</table>
To: Mayor & City Council Members/City Mgr 6/1/92
From: NASSIF MAJEED
Re: City County Parks Consolidation

- County Parks has no Black Managers. Their proposed reorganization does not include any positions for Black Managers; Yet, the new department will be more than 50% Black and will largely serve an inner city, predominantly Black area.

- The County has refused to accept the top level Black management from the city department.

- The transferring supervisory staff has not been guaranteed a place in the organization after 6 months.

- The process to determine who goes to the County and who stays with the City was not fair. In the case of the Park maintenance employees, it was based on the "buddy system". Those who are liked to asked no questions when the system did not treat them fairly are getting to stay; those who refused to accept unfair treatment are being shipped out. Aside from the blatant favoritism that is being shown in the process, the Black employees are getting the shortest end of this stick.

- The County has a track record of not hiring Blacks and minorities in management and department head positions. Although the City does not have many, its performance is better than the County’s.

- If the City has to fund the merged department for the first year, what is the cost savings to the taxpayers of the City? We were told that parks was a trade for police. Why is it still on when the police merger is off? It is because we are a predominantly Black department being sacrificed to make the County’s affirmative action non-performance look better?

Wants
- If we must go, get rid of Weston and his gestapo management style.

- Want to see a proposed organization chart that reflects affirmative action on all levels.

Note: This anonymous letter was left at my door last night. I think it is appropriate that this be shared with Council and Staff.
To: Mayor & City/Council/Members/City/May 6/1/92
From: NASTF MAJEE
Re: City County Parks Consolidation

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MAYOR AND CITY COUNCIL
WORKSHOP AGENDA
JUNE 1, 1992

5:00 pm Convention Center Marketing

5:45 pm Dinner

6:00 pm Parks & Recreation Consolidation Agreement

6:30 pm Police Tax Equity Agreement
Proposed Parks and Recreation Consolidation

The following items are included in this packet:

1) **Recommended for approval in concept:** Draft Interlocal Agreement to consolidate City Parks and Recreation under the County, effective July 1, 1992; and

2) **For information:** Response to the issues raised by Parks and Recreation employees at the May 26 Council meeting, along with a summary of current City employee benefits and the benefits being offered by the County.
Memorandum

June 1, 1992

To: Mayor Richard Vinroot
   City Council

From: O. Wendell White
   City Manager

Re: Criminal Justice System

The Charlotte-Mecklenburg Citizens Criminal Justice Commission met this morning as a follow-up to Chief Justice Exum's visit. The Commission complimented the Council's and staff's efforts to include funds in the City budget for the criminal justice system's needs.

The Commission accepts the Chief Justice's position on using the State's Criminal Information System and developing Mecklenburg's criminal justice information system from the State's system. However, they are concerned about the State's and County's ability to do this project. The Commission plans to keep pressure on the County Commission to fund this project and make it a top priority of the County's Data Processing Department.

cf
Draft Interlocal Agreement
City/County Parks and Recreation Consolidation

Council is asked to approve in concept the attached Draft Interlocal Agreement. We will ask Council to approve the final agreement with the County on the formal agenda of June 22. The agreement outlines the commitments between the City and County relating to personnel, real property, equipment, financial and legal issues. The County Commission is scheduled to consider the draft agreement at their June 1 meeting.

Highlights

- Consolidation will be effective July 1, 1992. The Agreement may be amended with the approval of the City Council and the County Commission. The Agreement may be terminated in its entirety by either the City or the County upon written notice at least 14 months prior to the July 1 effective date of the termination.

- Functions and facilities to be consolidated under the County and functions and facilities to remain with the City are outlined on page 2 of the draft. These functions and facilities represent the recommendations of the City and County Managers, and the Blue Ribbon and Stakeholders Committees. A complete list of all facilities will be incorporated as an exhibit in the final document.

We have advised the County Manager of Council's interest in transferring the Nature Museum as part of consolidation and requested a formal response.

- All facilities to be consolidated under the County will be initially leased, then conveyed to the County at no cost, with the exception of Renaissance Park. Renaissance Park will be leased to the County at no cost under a separate agreement.

- Park property for which current or future improvements are to be financed by authorized but unissued City general obligation bonds will remain the property of the City, but subject to the initial lease, until the improvements have been completed. The property will be conveyed by the City to the County at no cost at that time.

- The County must continue to use the properties conveyed for Parks and Recreation purposes. The properties can only be conveyed to third parties in the event the City agrees in writing to the conveyance by the County. In the event the County stops using the property for Parks and Recreation purposes, the County will convey the property back to the City at no cost.

- Grady Cole and Memorial Stadium properties are recommended for transfer to the County. Recognizing the three adopted plans which relate to the future development of these properties, a special provision has been included which allows the City to request the County to convey either or both of the properties to a third party at any time.
The recommendation to transfer the Cole Center and Stadium properties was reviewed a second time by the Managers and the Stakeholders Committee after Council raised a question several months ago about revenue potential under Coliseum Authority management. The Authority believes the properties are best operated as currently operated; the facilities would not experience a measurable increase of events or revenues if the Authority assumed responsibility.

- Leases or contracts affecting any real property to be transferred will be assigned to the County.

- The County will bear the full cost for the operations of the consolidated department and for the maintenance and improvement of all the real property conveyed. The City will bear the full cost of repaying the City General Obligation Bonds issued prior to July 1, 1992, to purchase or improve the real property conveyed to the County. The County will bear the full cost of repaying any City General Obligation Bonds issued at the County's request on or after July 1, 1992 to purchase or improve property for Parks and Recreation purposes.

- Personnel provisions include that City employees transferred shall have the right to become County employees as of the effective date of the Agreement. Former City employees will be employed by the County at the same salary that they last held. Service as a prior permanent City employee will also be transferred. Additional information concerning personnel provisions are included on page 6. The summary of personnel issues included in the workshop material will be incorporated as an exhibit in the final document.

A major employee benefit issue still unresolved is employee medical insurance. City and County staff are working to resolve this issue to be reflected in the final agreement.

- A new 13-member Parks and Recreation Advisory Commission is created. Initial appointments by the County Commission will include 5 members from the current County Advisory Board and 5 members from the current City Advisory Committee and 3 additional members, which may include members currently serving or new appointees. As terms expire, the County Commission will phase in representation as follows: 7 members -- 1 member from each of the 7 planning districts; 1 member representing the towns of Davidson, Cornelius and Huntersville; 1 member representing the towns of Mint Hill, Matthews and Pineville; 4 at-large representatives.
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND MECKLENBURG COUNTY FOR THE CONSOLIDATION OF THE PARK AND RECREATION DEPARTMENTS

This Agreement is made as of July 1, 1992, by and between the COUNTY OF MECKLENBURG (hereinafter the "County"), a political subdivision of the State of North Carolina, and the CITY OF CHARLOTTE (hereinafter the "City"), a municipal corporation organized under the laws of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, a number of local governmental operations have been successfully consolidated, such as Tax Collection, Purchasing, Public Schools, Planning, Elections, Community Relations, Civil Preparedness, Utilities, Veterans Service Office, Building Inspection, Animal Control, and the RideShare Program; and

WHEREAS, the City Council and Board of County Commissioners desire to continue functional consolidation in order to improve the accountability and efficiency of local government; and

WHEREAS, the Park and Recreation Departments have been identified as appropriate for a consolidation as set forth herein;

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

1. Purpose of Agreement. The purpose of this Agreement is to specify the details of the consolidation of the City Park and Recreation Department into the County Park and Recreation Department.

2. Functions to be Consolidated. The City and the County have studied the various functions performed by the City Park and Recreation Department and the various facilities operated by the City Park and Recreation Department and have determined which functions and facilities are to be consolidated under the Mecklenburg County Park and Recreation Department and which functions and facilities are to remain under the City. These functions and facilities are as indicated below:
(A) Functions and facilities to be consolidated under the Mecklenburg County Park and Recreation Department:

Community Parks
District Parks
Golf Courses
Grady Cole Center
Memorial Stadium
Nature Preserves
Neighborhood Parks
Park Rangers
Recreation Centers
School-based Parks
St. Mary's Chapel
Swimming Pools

(B) Functions and facilities to remain with the City:

Cemeteries
Vacant Lands
Street Right-of-way
Median Maintenance
Streetscape and Trees
McGill Rose Garden
Tryon Street Mall and Uptown Green Spaces:
   Arequipa Park
   Marshall Park
   Old Settlers Cemetery
   Polk Park
   Parks Maintenance Facility

The facilities which are to be consolidated under the County Park and Recreation Department are more specifically set forth in Exhibit A, which is attached hereto and incorporated herein by reference. All of these facilities, except for Renaissance Park and the park located at the corner of Randolph and Billingsley Roads which is currently leased by the County to the City, are to be conveyed at no cost by the City to the County as more specifically described herein. Ownership of Renaissance Park is to remain with the City, but said property is to be leased at no cost to the County and operated by the County. As of the effective date of this Agreement, the lease for the County property located at the corner of Randolph and Billingsley Roads is cancelled.
3. **Real Property Transfers.** All the properties listed on Exhibit A hereto, except for Renaissance Park and the park at the corner of Randolph and Billingsley Roads, are to be initially leased, and then upon request by the County, conveyed by the City to the County. Renaissance Park is to be leased at no cost to the County for the term of this Agreement as set forth in the "Renaissance Park Lease" which is attached hereto and incorporated herein as Exhibit B. The lease of the County property located at the corner of Randolph and Billingsley Roads currently leased to the City is cancelled. All of the remaining property set forth in Exhibit B is to be leased at no cost by the City to the County as set forth in the "Park and Recreation Consolidation Lease" attached hereto as Exhibit C and incorporated herein by reference. Said Lease will remain in effect until such time as all properties subject to the Lease have been conveyed at no cost to the County.

Conveyance of the property listed on Exhibit A, except for Renaissance Park and the property at the corner of Randolph and Billingsley Roads, is subject to the following principles:

(A) Park property for which current or future improvements are to be financed by authorized but unissued City general obligation bonds will remain the property of the City, but subject to the "Park and Recreation Consolidation Lease", until such time as the improvements have been completed. Such property will be conveyed by City to County at no cost upon the County's request after the improvements have been completed.

(B) County must continue to use the properties conveyed to it for Park and Recreation purposes. Such properties can only be conveyed to third parties in the event City agrees in writing to the conveyance of such property by the County. In the event the County ceases to use such property for Park and Recreation purposes, upon request, the County will convey such property to the City at no cost. The City may request, but not require, the County to convey the Grady Cole Center/Memorial Stadium properties to a third party or third parties at any time.

(C) If this Agreement is ever terminated, then all properties theretofore conveyed by City to County, which are owned by County as of the date of termination and not otherwise subject to binding
agreements to convey to a third party, will be reconveyed by County to City at no cost.

(D) All costs associated with the transfer of property from the City to County, such as title searches, preparation of deeds, and boundary surveys, will be borne by the County.

(E) As more fully set forth in Paragraph 10 hereof, any and all liability associated with the ownership, operation and maintenance of the property conveyed by City to County arising on an occurrence basis after the effective date of this Agreement shall be that of the County.

(F) County agrees to grant to City future consideration for siting City facilities on County-owned property. "Future consideration" shall mean the County's granting to the City the use of property acquired by the County pursuant to this Agreement, at no charge, when the City's use of the property would not interfere with the County's use or anticipated use of the property. Examples of the type of future City use contemplated hereby include location for future fire stations, antenna sites and maintenance yards.

4. Personal Property. The City agrees to transfer to County, at no cost, all City-owned equipment as set forth in Exhibit D hereof, which property is to be used for Park and Recreation purposes, in accordance with the following principles:

(A) Personal property which is being lease-purchased by the City will be leased to the County until such time as the lease purchase agreement has been terminated. Such property will be transferred by City to County upon the County's request after the lease purchase agreement has been terminated.

(B) County must continue to use the personal property transferred to it for Park and Recreation purposes. Such personal property can be transferred to third parties in the event the County decides to replace said personal property with other personal property to be used in connection with Park and Recreation purposes. In the event the County ceases to use such personal property for Park and Recreation purposes prior to the County's determination to dispose
of such property in connection with obtaining replacement property, upon request, County will transfer such personal property to the City at no cost.

(C) If this Agreement is ever terminated, then all personal property transferred by City to County, which is owned by County as of the date of termination, and not otherwise subject to binding agreements to transfer to a third party, will be transferred by County to City at no cost.

(D) All costs associated with the transfer of the personal property from the City to the County will be borne by the County.

(E) The City agrees to execute such bills of sale or other documents for the transfer of personal property as are determined by the County to be necessary for the transfer of the personal property listed on Exhibit D.

5. Contracts Affecting Real and Personal Property. The City has heretofore provided County with copies of all leases and other contracts affecting any of the real property listed on Exhibit A or personal property listed on Exhibit D. Attached hereto as Exhibit E is a list of all such contracts, leases, or other agreements which would, as of the effective date of this Agreement, affect any of such real or personal property. City agrees to take such actions and execute such documents as may be required to assign its rights and obligations under such contracts, leases, or other agreements to County.

6. Costs of Providing Park and Recreation Services. During the term of this Agreement the County shall bear the full cost for the operations of the consolidated Park and Recreation Department, for employment of all personnel associated therewith, and for the maintenance and improvement of all real property used in connection therewith. The City will bear the full cost of repaying the City general obligation bonds issued prior to July 1, 1992 to purchase or improve the real property listed on Exhibit A and the full cost of making payments under any lease or lease-purchase agreements affecting personal property included on Exhibit D. The County will bear the full cost of repaying any City general obligation bonds issued at the
County's request on or after July 1, 1992 to purchase or improve property for park and recreation purposes.

7. **Personnel.** As of the effective date of this Agreement, the employment of certain City employees from the City Park and Recreation Department, as set forth in a letter dated May ______, 1992, from ______ to ____________, will terminate as a result of the elimination of the positions held by those employees from the City's 1992-93 Budget. All of these City employees shall have the right to become County employees as of the effective date of this Agreement consistent with the following principles:

(A) Former City employees will be employed by the County at the same salary that they last held as City employees. Positions held by such employees will be temporarily classified into the HAY System. After organizational changes have evolved, which should take at least six months, all former City employees will complete HAY Questionnaires for permanent classification by the County Job Content Evaluation Committee.

(B) All service as a prior permanent City employee will be transferred, including six months of non-contributory (for retirement purposes) City service. Former City employees will be given a County service date.

(C) Sick leave previously accrued by former City employees will be honored by the County. The City and County both provide an extra vacation day for each six months of sick leave not used; former City employees will be given pro-rata credit toward the extra vacation day on the effective date of this Agreement.

(D) The County allows employees to accrue a maximum of 30 days of vacation leave. Former City employees will be paid by the City for accrued vacation leave in excess of 25 days in connection with the consolidation.

(E) The City will honor any commitments made to those former City employees becoming County employees to reimburse expenses incurred in connection with courses which have been approved as of the effective date of the Agreement.
(F) The City's reinstatement of employment policy allows employees who resign in good standing the option of being reinstated to their former position or a similar position without loss of seniority if application for reinstatement is made within one year of the date of resignation. For the purpose of the application of this policy, the City agrees that the City's termination of the employment of employees who become employed by Mecklenburg County pursuant to this Agreement shall be deemed to be the resignation of employees in good standing.

(G) The County does not recognize accrual of compensatory time for non-exempt employees. The County will not recognize any compensatory time for those employees who become County employees pursuant to this Agreement. The City will be responsible to its former employees with respect to such compensatory time.

(H) Unresolved employee complaints that were formerly filed under the City's complaint procedures will be administratively closed before the effective date of this Agreement. To the extent such complaints are not resolved prior to the effective date of this Agreement, the resolution of such complaints will remain the responsibility and liability of the City. Allegations of discrimination filed with the Equal Employment Opportunity Commission with respect to employment with the City prior to the effective date of this Agreement will remain the liability of the City until closure is reached. The City agrees to indemnify and hold the County harmless with respect to any such unresolved in-house complaints or EEOC allegations.

8. Park and Recreation Advisory Commission. Mecklenburg County will create a new Park and Recreation Advisory Commission to provide citizen input to the policies of the Mecklenburg County Park and Recreation Department. The new Park and Recreation Advisory Commission would be composed of 13 members.

Initial appointments by the Board of County Commissioners will include five members from the current Mecklenburg County Park and Recreation Advisory Board and five members from the current City Park and Recreation Advisory
Board (to the extent that members are willing to serve on the new Advisory Commission) and three additional members, which may include members currently serving or new appointees. The Board of Commissioners will make its initial appointments striving for a balanced geographical representation. As terms expire, the Board of Commissioners will phase in representation as listed below:

Seven members - one member from each of the seven planning districts;
One member representing the Towns of Davidson, Cornelius and Huntersville;
One member representing the Towns of Mint Hill, Matthews and Pineville;
Four at-large representatives.

9. Resolution of Concerns and Administrative Details. Any and all concerns or questions by elected officials concerning service, performance, or special service needs within the consolidated department will be transmitted between the City and County Managers, or, if necessary, through the Planning Liaison Committee. The City and County Managers shall be authorized to resolve such administrative details as may arise in implementing the consolidation to the extent not inconsistent with this Agreement.

10. Responsibility for Claims. The City will be solely responsible for any and all claims and actions arising from its operation of the City Park and Recreation Department on an occurrence basis before the effective date of this Agreement. Mecklenburg County will be solely responsible for any and all claims and actions arising from the operation of the consolidated Park and Recreation Department on an occurrence basis from and after the effective date of this Agreement. Each agrees to indemnify and hold the other harmless with respect to the claims for which it is responsible.

11. City Parks Ordinances. Article VI. - Regulation of Conduct in Public Parks - of the City Code shall be kept in effect as to real properties
listed on Exhibit A until such time as the County takes title to any of the
real properties listed on Exhibit A. Thereafter the City Council may amend
such Article of the City Code as it deems appropriate. For purposes of such
Article, the County Park and Recreation Department shall be delegated the
responsibility assigned to the Department in such Article and the Director of
the County Park and Recreation Department shall be delegated the
responsibilities assigned to the Director in such Article. Park officers who
become County employees and County employees who function as park officers in
former City parks while such Article is in effect as to properties listed on
Exhibit A shall have all the police or special peace officer powers conferred
by the City Council on City park officers.

12. **Revenues**. Any revenues received by the City for use of any of its
properties to be leased or conveyed to County pursuant to this Agreement for
use prior to the effective date of this Agreement shall be the property of
the City. Any such revenues received by City for use of such properties
after the effective date of this Agreement, whether received by City prior to
the effective date of this Agreement or after the effective date of this
Agreement, will promptly be paid by City to County.

13. **Term of Agreement**. In light of the terms, conditions and mutually
beneficial purposes of this Agreement, it is reasonable for the duration of
this Agreement to be perpetual, subject to termination as hereinafter set
forth. This Agreement may be terminated in its entirety by either the City
or the County upon notice in writing delivered to the office of the Manager of
the governmental unit to which the notice is directed. Any such notice must
be given at least fourteen (14) months prior to the July 1 effective date of
the termination.

14. **Amendments**. Any amendments to this Agreement must be in writing,
approved by the City Council and the Board of County Commissioners and signed
by the Mayor of the City and the Chairman of the Board of County
Commissioners.

Executed as of the day and year first above stated by authority duly
granted by the Charlotte City Council and the Mecklenburg County Board of
Commissioners.
CITY OF CHARLOTTE

Mayor
(SEAL)

City Clerk

Approved as to Form:

City Attorney

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

Director of Finance
City of Charlotte

0092C

COUNTY OF MECKLEMBURG

Chairman, Board of Commissioners
(SEAL)

Clerk to the Board

Approved as to Form:

County Attorney

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

Director of Finance
Mecklenburg County
1. **Issue**: Consolidating employees will experience a 50% cut in life insurance benefits.

   **Response**: The City provides life insurance of 2 times an employee's annual salary to a maximum of $100,000. The City also provides voluntary supplemental life insurance in which employees can purchase, at their own expense, 1 or 2 times salary. The County provides life insurance of 1 times an employee's salary.

2. **Issue**: County does not pay employee dependent medical insurance.

   **Response**: The County does not pay dependent coverage for its employees. The City pays 100% for employee coverage and 50% for dependent medical coverage. The County pays 100% for employee coverage and 0% for dependent coverage. County employees with family coverage currently pay $59.98 more per month than City employees with dependent coverage. We are working with County staff to resolve this inequity so that City employees being transferred experience no net loss in pay due to medical insurance.

3. **Issue**: Consolidating employees will miss the Early Retirement Incentive Program.

   **Response**: The City will allow consolidating employees eligible for the Early Retirement Incentive the opportunity to take advantage of this program.

4. **Issue**: The County has frozen merit increases.

   **Response**: No money is currently included in the 92-93 budget by the County for pay increases.

5. **Issue**: The County does not pay a supplement to Worker's Compensation.

   **Response**: The City currently provides supplement to worker's compensation equal to 1/3 of an employee's gross wages. However, on the June 8 Council agenda will be a recommendation for the City to discontinue this supplement.
6. **Issue:** The County Parks and Recreation Department does not permit employees to take vacation between July and September.

**Response:** Programming and maintenance needs generally restrict vacations from being taken during this period of time. However, individual circumstances and emergencies are taken into consideration.

7. **Issue:** What is merger's effect on recreational service?

**Response:** County Day Camp funding for 92-93 has been reinstated. The County will be reviewing all Parks and Recreation services after six months of consolidated operation.

8. **Issue:** Were employees kept informed and updated on consolidation?

**Response:** Numerous meetings have been held with employees of the Parks and Recreation Department beginning September, 1991 and continuing through the current date. Employee concerns were heard by the City and County Managers and their staff as well as staff from both personnel departments, Parks and Recreation Departments, and Internal Consulting. Employees were updated regularly and periodically through staff and divisional meetings and posting of published information on employee bulletin boards.

9. **Issue:** Employees directed not to attend consolidation meetings.

**Response:** Employees were not discouraged from attending City Council meetings. When they inquired about attending Council meetings, information was immediately provided regarding the date of the next Council meeting, the City Clerk's telephone number, and the process to be heard. Employees were not encouraged to attend the joint City Council/County Commission luncheon meetings on consolidation that took place in the Conference Center due to possible over crowding and because the meetings were not held to solicit public or employee comments.

Attached is a summary of personnel issues related to consolidation.
MECKLENBURG COUNTY

CITY-COUNTY CONSOLIDATION

PARKS AND RECREATION DEPARTMENTS

Prepared By: The Mecklenburg County Personnel Department
Date: July 1, 1992
PREFACE

It should be understood by all employees that the County's established personnel policies, procedures, or benefits remain unchanged as a result of consolidating the City-County Parks and Recreation Departments. Accommodations, however, have been made in an effort to make this transition reasonably acceptable and less burdensome to the people affected by this change. This document summarizes the current City policies as a matter of information and then highlights the County policies and any special implementation provisions approved by the County Manager. To this end, it is hoped that employees will find the information contained in this document helpful in sorting out how complicated the issues are.

L. Joe Strickland
Personnel Director
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<td>17. Deferred Compensation</td>
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<td>- 457 Plan</td>
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<td>- 401k Plan</td>
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<td>19. Workers' Compensation</td>
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<td>20. LEO Special Separation Allowance</td>
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<tr>
<td>21. Transit Subsidy</td>
<td>6</td>
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<tr>
<td>22. Parking</td>
<td>6</td>
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<td>23. Automobile Mileage Reimbursement</td>
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CITY-COUNTY CONSOLIDATION

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<td>- Cost Sharing: Retiree</td>
<td></td>
</tr>
</tbody>
</table>
CITY/COUNTY CONSOLIDATION PERSONNEL ISSUES

ISSUE
1. Classification and Compensation
   Parks & Recreation employees moving to County
   Classification - Positions will be temporarily classified into the Hay System based on the
   information provided on the short questionnaire. Pay ranges will be reasonably competitive
   with City ranges. After organizational changes have evolved (at least six months), all
   employees will complete Hay Questionnaires for permanent classification by the Job
   Content Evaluation Committee.

   Annual Review Dates - The annual review date established will be honored.

   Compensation - Employees will not experience a change in salary upon consolidation.

2. Years of Service
   All service as a permanent employee will be transferred including 6 months of non-
   contributory (for retirement purposes) City service for transferring City employees.
   Employees will be given a County service date.

3. Sick Leave
   Since sick leave is accrued at the same rate for both City and County, all accrued sick
   leave will be transferred. City and County both provide an extra vacation day for each
   six months of sick leave not used.

   Credit for Unused Sick Leave
   Employees retiring with the City are eligible to be paid 1/5 of their sick leave not to exceed
   43.5 days. Employees separating from County service (regardless of reason) are eligible to be
   paid 1/4 of their sick leave.

4. Vacation Leave

<table>
<thead>
<tr>
<th>City</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&lt;5 yrs = 10 days</td>
<td>0&lt;2 yrs = 10 days</td>
</tr>
<tr>
<td>5&lt;9 yrs = 15 days</td>
<td>2&lt;5 yrs = 12 days</td>
</tr>
<tr>
<td>9&lt;14 yrs = 18 days</td>
<td>5&lt;10 yrs = 15 days</td>
</tr>
<tr>
<td>14+ yrs = 20 days</td>
<td>10&lt;15 yrs = 18 days</td>
</tr>
<tr>
<td></td>
<td>15&lt;20 yrs = 21 days</td>
</tr>
<tr>
<td></td>
<td>20+ = 24 days</td>
</tr>
</tbody>
</table>

   - 1 -
<table>
<thead>
<tr>
<th>ISSUE</th>
<th>RESOLUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation Leave (Cont'd)</td>
<td>The County allows employees to accrue a maximum of 30 days. City employees will be paid by the City for accrued vacation in excess of 25 days at the time of consolidation.</td>
</tr>
</tbody>
</table>
| 5. Holiday Leave | The City provides 9 holidays per year, and the City Manager may approve an extra day. The County provides 10 holidays per year.  
**Accrual**  
The City does not allow accrual of holidays. The County allows accrual of up to 10 holidays. Park Rangers will receive the 10 holidays per year, which may be accrued, rather than additional vacation days in lieu of holidays. |
| 6. Funeral Leave | The City provides up to the maximum of 5 days per calendar year for death in the immediate family. The County provides up to 3 consecutive days for each death in the immediate family. |
| 7. Military Leave | The City grants up to 2 weeks in a calendar year and pays 1/2 the scheduled workdays to attend annual training as a member of the organized military reserves. The County pays employees the difference in County salary and military pay for a maximum of 2 weeks for annual reserve training. |
| 8. Jury Duty | The City excuses employees with pay. The County excuses employees with pay and requires the employee to refund jury duty pay to the County. |
| 9. School Support Leave | The City will match employee time spent in parent/teacher conferences or other school support activities up to a maximum of 4 hours per year and up to 8 hours per year for tutoring. The County |
ISSUE                                        RESOLUTION

School Support Leave (Cont'd) will match employee time spent in school
related activities up to 4 hours per year
and up to 8 hours per year for tutoring.
Substitute teaching may be excused, and
the employee may use vacation pay.

10. Pay Periods

The City pays weekly
The County pays bi-weekly.

11. Residency Requirements

The City and County have no resi-
dency requirement for general employees.

12. Life Insurance

The City provides life insurance of
2 x salary to a maximum of $100,000. The
City also provides voluntary supplemental
life insurance in which employees can pur-
chase, at their own expense, 1 or 2 x
salary. The County provides life insurance
of 1 x salary.

Employee

Dependent

The City allows employees to purchase
dependent life insurance, at their
own expense, of $5,000 on spouse and
$2,000 on each child or $1,000 on spouse
and $1,000 on each child. The County
allows employees to purchase dependent life
insurance of $10,000 for each dependent.

Option 65

The City provides a voluntary whole life
insurance plan which employees can elect
through payroll deduction. The County
does not provide this plan; however,
employees currently enrolled in this plan
may continue their deductions for coverage
through the County.

13. Accidental Death and
Dismemberment (AD & D)

The City provides AD&D coverage of
2 x salary to a maximum of $100,000. The
County provides AD&D coverage of 1 x
salary.
14. Accident and Sickness (Short Term Disability)

The City provides A&S benefits of 50% of salary up to 26 weeks with a 7 day waiting period. Sick leave must be exhausted first. The County provides A&S benefits of 60% of salary up to 26 weeks with a 15 calendar day waiting period. Sick leave does not have to be exhausted nor used, but the employee may use sick leave if desired and can supplement the A&S benefit with a maximum of 3.2 sick hours per day.

15. Retirement

City and County employees participate in membership in the North Carolina Local Governmental Employees' Retirement System. The County elects to provide a death benefit offered with the Retirement System of up to $20,000. The City does not provide this benefit.

16. Longevity

The County provides longevity pay with service based on date of membership in the Retirement System or a County Service Date. The City provides longevity pay only to employees hired before July 6, 1983. The schedules are as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>City</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 - 14</td>
<td>1%</td>
<td>1/2 wk or 1%</td>
</tr>
<tr>
<td>15 - 19</td>
<td>2%</td>
<td>1 wk or 2%</td>
</tr>
<tr>
<td>20 - 24</td>
<td>3%</td>
<td>1-1/2 wk or 3%</td>
</tr>
<tr>
<td>25 + up</td>
<td>4%</td>
<td>2 wk or 4%</td>
</tr>
</tbody>
</table>

17. Deferred Compensation

457 Plan

The City and County both provide a voluntary 457 deferred compensation plan for all employees. The City has three investment carriers which are: ICMA-RC, AETNA and WASHINGTON NATIONAL. WASHINGTON NATIONAL is no longer accepting new accounts. The County has one investment carrier which is ICMA-RC.
<table>
<thead>
<tr>
<th>ISSUE</th>
<th>RESOLUTION</th>
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</thead>
<tbody>
<tr>
<td>Deferred Compensation (Cont'd)</td>
<td>Employees participating in any of the City's three programs may either transfer their accounts, freeze their accounts or withdraw their funds on a taxable basis.</td>
</tr>
<tr>
<td></td>
<td><strong>401(k) Plan</strong></td>
</tr>
<tr>
<td></td>
<td>The City provides the State 401(k) plan for all employees on a voluntary basis and contributes 5% of salary on behalf of law enforcement officers due to a state mandate. The County offers the State 401(k) for law enforcement officers only and contributes a mandatory 5% contribution. If approved by the Board, the County will provide a 401(k) plan for all employees. The application of 5% contribution to the 401(k) plan for Park Rangers will be made for as long as the primary duties remain law enforcement.</td>
</tr>
<tr>
<td>18 Educational Reimbursement</td>
<td>The City and County provide reimbursement for expenses related to involuntary educational training as required by the job position. The City reimburses employees for expenses for tuition and books for successful completion of approved job related continuing education courses. The County may reimburse employees for tuition and books for job related courses if approved in advance and if funds are budgeted. For employees transferring from the City to the County, the City will honor commitment for courses which have been approved and are in process as of the date of transfer.</td>
</tr>
<tr>
<td>19. Workers' Compensation</td>
<td>The City and County are covered under the same North Carolina Workers' Compensation Law</td>
</tr>
<tr>
<td></td>
<td>Treatment for work related injuries to County employees is coordinated through the employee health and wellness program and provided by County designated medical providers.</td>
</tr>
<tr>
<td>ISSUE</td>
<td>RESOLUTION</td>
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</tr>
<tr>
<td>20. Law Enforcement Officers' Special Separation Allowance</td>
<td>As a result of State legislation, City and County must provide supplemental retirement income for eligible officers. The supplement is based on compensation and years of service.</td>
</tr>
<tr>
<td>21. Transit Subsidy</td>
<td>The City and County pay 50% of the cost of bus passes on a first come, first served basis.</td>
</tr>
<tr>
<td>22. Parking</td>
<td>The City and County subsidize parking in the CMGC Parking Deck. City and County employees pay $15.00 per month through payroll deductions for parking.</td>
</tr>
<tr>
<td>23. Automobile Mileage Reimbursement</td>
<td>The City provides automobile mileage reimbursement at 27-1/2 cents per mile. The County provides automobile mileage reimbursement at 25 cents per mile.</td>
</tr>
<tr>
<td>24. Direct Deposit of Payroll Check</td>
<td>The City provides direct deposit of employees' payroll checks. The County does not provide direct deposit.</td>
</tr>
<tr>
<td></td>
<td>County will provide direct deposit of employees' payroll check with implementation of new payroll system; anticipated date: Fiscal year 93/94.</td>
</tr>
<tr>
<td>25. Payroll Deductions</td>
<td>The City and County provide similar payroll deductions for various benefits such as Credit Union, United Way, Saving Bonds, Parking, Fitness Center, etc.</td>
</tr>
<tr>
<td>26. Fitness Center</td>
<td>City and County employees may utilize the City Wellness Center in CMGC and County employees may use the CountyCare Health and Fitness Center in the Hal Marshall County Services Center. City and County employees pay a nominal fee for membership at these facilities.</td>
</tr>
<tr>
<td>ISSUE</td>
<td>RESOLUTION</td>
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<tr>
<td>27. Drug Testing</td>
<td>The City performs pre-employment drug testing for all police personnel and other positions which require a physical examination for employment. Drug testing may also be performed if there is reasonable suspicion. The County performs drug testing for final applicants for all positions. The County also performs drug testing on an annual basis for all sworn law enforcement officers and other specific categories of employees which include Park Rangers and other safety-sensitive positions in the Park and Recreation Department. The County performs drug testing in all cases of promotion and for &quot;reasonable suspicion.&quot; The County will not require drug testing for transferring employees at the time of consolidation; however, after consolidation, the existing policies will continue to prevail.</td>
</tr>
<tr>
<td>28. Reinstatement of Employment and Transfer</td>
<td>The City's reinstatement policy allows employees who resign in good standing, the option of being reinstated to their former position or similar position without loss of seniority if application for reinstatement is made within one year of the date of resignation. The County recognizes up to 12 days of sick time and the aggregate date in the retirement system for accrual of benefits for an employee transferring to the County from any governmental agency in North Carolina.</td>
</tr>
<tr>
<td>29. Employee Assistance Program</td>
<td>Both the City and County have Employee Assistance Programs contracted through different outside agencies. Both programs are available to employees and their dependents on a voluntary basis. Both programs may be used on a mandatory</td>
</tr>
<tr>
<td>ISSUE</td>
<td>RESOLUTION</td>
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</tr>
<tr>
<td>29. Employee Assistance Program (Cont'd)</td>
<td>basis if an employee's work performance is being adversely affected by personal problems.</td>
</tr>
<tr>
<td>30. Employee Medical Services (Job related injuries)</td>
<td>The City and County provide employee medical services for job related injuries. Employees may also visit Employee Medical for treatment of minor non-job related illness/injuries.</td>
</tr>
<tr>
<td>31. Clothing Allowance</td>
<td>Parks and Recreation - The City provides a uniform for positions where a uniform is required. The City pays up to $23 for safety shoes. Parks &amp; Recreation - The County rents uniform services and will provide an allowance for safety shoes beginning in fiscal year 1993.</td>
</tr>
<tr>
<td>32. Employee Incentive</td>
<td>The City and County both provide Employee Suggestion Programs, Service Award Program, Carowinds Day and Recognition Programs.</td>
</tr>
<tr>
<td>33. FLSA</td>
<td>The City Park Rangers are regarded as sworn law enforcement officers and classified as non-exempt. The County Park Rangers perform as professional naturalists and are classified as exempt. Job descriptions for positions being transferred will be evaluated for compliance after consolidation. The City allows accrual of compensatory time for non-exempt employees at a rate of 1-1/2 times in lieu of overtime. The County does not allow accrual of compensatory time for non-exempt employees. All compensatory time must be eliminated before consolidation.</td>
</tr>
</tbody>
</table>
ISSUE | RESOLUTION
--- | ---
34. Inhouse Complaints | Unresolved complaints that were formally filed under the City/County Complaint Procedures will be administratively closed before July 1, 1992, or before consolidation.

35. EEO Allegations | Allegations of discrimination formally filed with the EEO Commission prior to consolidation will remain the liability of the respective government charged until closure is reached with the charging party.

36. Medical Insurance Policy Provisions | City provides comprehensive major medical policy: $200 annual deductible; $1,000 out-of-pocket maximum; lifetime maximum benefit = $1,000,000; limitations apply to mental/nervous - substance abuse benefits. Plan includes precertification and preferred provider network for hospitals only.

Dental Coverage Policy Provisions | City dental plan provides 100% coverage for diagnostic and preventive services, 80% for basic services and 50% for major services. Basic and major services are subject to $50 calendar year deductible.
ISSUE

Medical Insurance (Cont'd)

RESOLUTION

County dental plan provides 100% coverage for diagnostic and preventive services and 50% for basic and major services. There is no deductible.

Transferring employees will be given credit for deductibles and out-of-pocket maximums which have already been satisfied, and waive preexisting condition limitations. Credit toward dental maximums will carry over when City employees transfer to the County.

Active Employees

City pays 100% for employee coverage and 50% for dependent medical coverage.

County pays 100% for employee coverage and 0% for dependent coverage. County employees with family coverage pay $59.98 more per month than City employees with dependent coverage. County employees with parent/child coverage pay $15.92 less per month because City does not provide this category.

Retirees

City employees transferring to the County who retire on or before July 1, will be considered City retirees.

City Eligibility Guidelines

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Coverage</th>
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</thead>
<tbody>
<tr>
<td>20+ yrs.</td>
<td>City pays 100% for retiree and 50% for dependent.</td>
</tr>
<tr>
<td>15&lt;20 yrs.</td>
<td>City pays 100 Retiree and 0% for dependent</td>
</tr>
<tr>
<td>10&lt;15 yrs.</td>
<td>City pays 0, retiree pays 100%</td>
</tr>
<tr>
<td>&lt;10 yrs.</td>
<td>Not eligible - may extend under COBRA.</td>
</tr>
<tr>
<td>ISSUE</td>
<td>RESOLUTION</td>
</tr>
<tr>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Medical Insurance (Cont'd)</td>
<td>Upon attainment of age 65, City provides Medicare Carve-Out arrangement under group plan.</td>
</tr>
<tr>
<td></td>
<td><strong>County Eligibility Guidelines</strong></td>
</tr>
<tr>
<td></td>
<td>20 + yrs  - County pays 100% for retiree and 0 for dependent</td>
</tr>
<tr>
<td></td>
<td>10&lt;20 yrs  - County pays $25 per mo toward cost of coverage</td>
</tr>
<tr>
<td></td>
<td>&lt;10 yrs  - Not eligible - may extend under COBRA</td>
</tr>
<tr>
<td></td>
<td>Upon attainment of age 65, retirees convert off group to Medicare supplement</td>
</tr>
</tbody>
</table>
Draft Interlocal Agreement for Police Tax Equity

Attached is a draft of the Interlocal Agreement on Police Tax Equity between the City of Charlotte and Mecklenburg County. Also attached is a summary page highlighting the following:

- County-wide services for which the City (and towns) will share the cost with the County
- Levels of service which the City (and towns) may request from County Police
- A procedure for computing costs of County Police services and remitting the Police Tax Equity amount to the City (and towns)
- Procedures for exchange of costs and tax information for budgeting purposes
- Recalculation and allocation (distribution) procedures on sales and intangible taxes
Draft Interlocal Agreement for Police Tax Equity

Summary

Below are several points highlighted from the Interlocal Agreement for Police Tax Equity. The agreement also includes language to insure the continued operating relationships between City and County Police.

1. County-wide services for which the City (and towns) will pay a portion.
   - Intake Center costs
   - Building security for County-owned buildings
   - Lakes patrol
   - District Attorney support
   - Nonpolitical communications
   - School Resource Officers and DARE Officers

2. Services the County will provide upon request from the City (and towns)

   The County will provide at the request of the City (and towns) any one of three levels of service.
   - Level One -- full service -- Police services equivalent to those normally provided in the unincorporated areas of the County.
   - Level Two -- support services -- Such services as communications, Crime Prevention, crime scene processing, investigations, tactical response, canine training, intelligence investigations, etc.
   - Level Three -- mutual aid -- Assistance in emergency situations when the demands of the situation exceed the municipality's resources.

   The City and County currently operate under a mutual aid agreement. Mutual aid is a free exchange of support by which the departments "back each other" as the need arises.

3. Imposing and remitting Police taxes.

   The County will impose a County-wide tax for Police services and will remit to the City all except the City's portion of the cost for County-wide services (in #1 above). Based on the current County projections, the City's reallocated amount will be in excess of $22 million for the next fiscal year. The County's tax rate for Police services will be given to the City each year before budget preparation time (this year's rate for Police services will be between 8 and 10 cents). The remittance of the Police Tax Equity amount is contingent upon the City (or towns) reducing their tax rates by an amount equal to the Tax Equity amount.
4. Re-calculation and distribution of sales and intangible taxes.

The County will remit to the City the difference between the amount of sales and intangibles tax the City would have received without this agreement and the recalculated amount based on this reduction of the City tax rate.

Upon tax equity, the City budget and the County budget become much more interdependent. A change in the service level in the unincorporated areas can lead to a change in the Mecklenburg County tax rate required to support Mecklenburg County Police services which will lead to a change in the City's reallocation and a change in the property tax rate.
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

POLICE SERVICES AGREEMENT
BETWEEN MECKLENBURG COUNTY
AND THE CITY OF CHARLOTTE

THIS AGREEMENT, made as of the 1st day of July, 1992, by and between the
COUNTY OF MECKLENBURG, a political subdivision of the State of North Carolina
(hereinafter the "County"), and the CITY OF CHARLOTTE, a municipal
 corporation located within Mecklenburg County, organized under the laws of
the State of North Carolina (hereinafter the "City").

WITNESSES:

WHEREAS, pursuant to the authority granted in Chapter 664 of the 1917
Session Laws, as amended, Mecklenburg County established the Mecklenburg
County Police Department which has jurisdiction to patrol and police the
entire county; and

WHEREAS, pursuant to the provisions of G.S. 153A-149(c)(18), annually
Mecklenburg County levies property taxes to pay the cost of the operation of
the Mecklenburg County Police Department upon property located within
Mecklenburg County, subject to the rules and according to the procedures
prescribed in the Machinery Act (Chapter 105, Subchapter II of the North
Carolina General Statutes), whether such property is located within a
municipality or within the unincorporated area; and

WHEREAS, the Mecklenburg County Board of Commissioners determined that
it is in the public interest to eliminate the inequity which results from
using property taxes collected from within municipalities to pay for those
services provided by the Mecklenburg County Police Department to the
unincorporated area; and

WHEREAS, on April 13, 1992 the Mecklenburg County Board of Commissioners
adopted a Resolution Proposing Tax Equity for Police Services, a copy of
which Resolution is attached hereto as Exhibit A; and

WHEREAS, pursuant to the provisions of G.S. 153A-212, G.S. 153A-445, and
Article 20 of Chapter 160A of the North Carolina General Statutes, the County
and the City wish to enter into this Interlocal Cooperation Agreement to
specify the level of law enforcement services to be provided by the
Mecklenburg County Police Department within the City, to specify the law
enforcement services to be provided within the City by law enforcement officers other than those employed by the Mecklenburg County Police Department, and to set forth the financial arrangements between the County and the City with respect thereto.

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

1. **Purpose of Agreement.** The purpose of this Agreement is to specify the level of law enforcement services which the Mecklenburg County Police Department will provide within the City's corporate limits, to specify the law enforcement services which the City will provide within its corporate limits using law enforcement officers other than those employed by Mecklenburg County, and to set forth the financial arrangements between the County and the City with respect thereto.

2. **Computation of Police Tax Equity Amount.** The Mecklenburg County Police Department provides some services to all Mecklenburg County residents such as operation of the Intake Center, assistance provided the District Attorney's office, payments associated with the operation of the communications portion of the Emergency Management System, providing security to County buildings, patrolling the lakes, and providing school resource and D.A.R.E. officers to the Charlotte-Mecklenburg schools. Except for services of this nature, all remaining services of the Mecklenburg County Police Department are services associated with the operation of the Mecklenburg County Police in the unincorporated area and within certain municipalities located within Mecklenburg County at the request of the municipalities.

Annually on or before April 15, the County Manager will take the following actions: (1) estimate the amount of money which will be used during that current fiscal year to fully fund the operation of the Mecklenburg County Police Department in the unincorporated area, said amount to be known as the "Unincorporated Area Police Cost"; (2) determine the tax base in the unincorporated area of the County as of the preceding January 1 estimated as of March 30, and, using said estimated tax base, determine the number of cents of ad valorem tax levy which would be necessary to provide the Unincorporated Area Police Cost as determined in (1) above; (3) determine the tax base in the City as of the preceding January 1 estimated as of
March 30, and, using said estimated tax base, determine the amount of money equal to the product of the component of the County-wide tax rate determined in (2) above and the tax base of the City as of the preceding January 1, said amount to be known as the City's "Police Tax Equity Amount"; and (4) inform the City Manager of the amount of the City's Police Tax Equity Amount for the next fiscal year.

For the initial year of this Agreement, using the methodology specified in (1) through (3) above, the City's Police Tax Equity Amount has been calculated to be $_____________. The remittance of the Police Tax Equity Amount to the City is contingent upon City reducing the amount of money it would raise from the levy of its municipal ad valorem taxes to fund the next fiscal year budget by an amount equal to the City's Police Tax Equity Amount. Prior to November 1 of each year that the City requests payment of a Police Tax Equity Amount, the City Manager shall certify that City has satisfied the contingency. Such certification shall be supported by copies of the prior fiscal year's budget and the then current fiscal year's budget.

3. Police Services Cost. The law enforcement services which will be provided by the County to the City pursuant to this Agreement shall be as set forth in Service Level ______, as such Service Level is described in Exhibit B attached hereto and incorporated herein by reference. For the initial fiscal year of this Agreement, the County agrees to provide such services to the City for $____________, said amount to be known as the City's "Police Services Cost."

On an annual basis, on or before March 1, the City will inform the County Manager of any change in Service Level desired for the next fiscal contract year.

On an annual basis, on or before April 15, the County Manager will determine the City's Police Service Cost for the next fiscal year and inform the City Manager of such amount.

4. Remittance of Police Tax Equity Amount. The City's Police Services Cost will be deducted from the City's Police Tax Equity Amount and the amount by which the Police Tax Equity Amount exceeds the Police Services Cost will
be remitted by County to City on the third (3rd) business day of each of the following months in the percentages shown below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>20%</td>
</tr>
<tr>
<td>December</td>
<td>30%</td>
</tr>
<tr>
<td>January</td>
<td>40%</td>
</tr>
<tr>
<td>February</td>
<td>10%</td>
</tr>
</tbody>
</table>

In the event that the City's Police Services Cost in any fiscal-contract year is greater than the City's Police Tax Equity Amount, the City will remit in equal monthly installments to County the difference on or before the third (3rd) business day of each month of such fiscal-contract year.

5. Recalculation of Distribution of Sales and Intangible Taxes.

Annually, beginning with the distributions to local governments of sales tax and intangible personal properties tax scheduled to be made in August 1993, the County will remit to the City the difference between the amount directly distributed to the City and the amount that would have been distributed to the City if this Agreement had not been made.

The calculation will be made by (1) adjusting the "ad valorem levy" as reported on the distributions report from the North Carolina Department of Revenue by reducing the amount shown for "Mecklenburg County" by the amount of the City's Police Tax Equity Amount for the preceding contract-fiscal year actually remitted to the City and increasing the amount shown for "Charlotte" by the same amount; (2) recalculating the percent of levy; and (3) calculating the difference in sales or intangible personal properties taxes distributed. The difference will be remitted to the City by the County on the first business day following receipt of both the distribution of funds and distribution report from the State.

6. Law Enforcement Services Provided by City. To the extent that City chooses not to purchase from the County all law enforcement services which it determines to be appropriate to be provided within its corporate limits, City agrees to provide to the residents and property owners within its corporate limits such level of law enforcement services as it determines to be appropriate using other law enforcement officers. It is understood and agreed that nothing contained in this Agreement affects the police
jurisdiction granted to the Mecklenburg County Police Department and its officers by Chapter 664 of the 1917 Session Laws, as amended, over all portions of Mecklenburg County, both incorporated and unincorporated.

7. Personnel Necessary to the Provision of Police Services. All personnel involved in providing law enforcement services on behalf of the County within the City shall be either employees or agents of Mecklenburg County and shall act under the direction of the Mecklenburg County Chief of Police, who in turn is responsible to the Mecklenburg County Manager and the Mecklenburg County Board of Commissioners. Neither the City, nor its elected officials, nor its agents, nor its employees, shall have the authority to supervise persons engaged in providing law enforcement services to the City on behalf of the County pursuant to this Agreement.

All personnel involved in providing law enforcement services on behalf of the City within the City shall be either employees or agents of City and shall act under the direction of the City. Neither the County, nor its elected officials, nor its agents, nor its employees, shall have the authority to supervise persons engaged in providing law enforcement services to the City on behalf of the City.

8. Property. Any real or personal property acquired by either of the parties for use in connection with the services provided hereunder shall be owned solely by that government and shall remain the property of that government after termination of this Agreement.

9. Former Agreements. Upon the effective date of this Agreement, any previously authorized and executed Service Level Agreements are cancelled. The execution of this Agreement shall not affect, however, any interlocal agreement for law enforcement communication services which may have been entered into between City and County.

10. Term of Agreement. This Agreement shall be effective July 1, 1992 for an initial twelve (12) month, fiscal-contract year term, and shall be automatically renewed each fiscal year thereafter for additional twelve (12) month periods unless notice of non-renewal is given in writing to the County Manager or City Manager, as appropriate, on or before April 30 prior to the next fiscal-contract year.
11. **Amendment of Agreement.** This Agreement may be amended at any time by the parties. All amendments must be in writing and approved by the Board of County Commissioners and the City Council before they shall become effective.

Executed as of the day and year first above written pursuant to authority duly given by the Mecklenburg County Board of Commissioners and the Charlotte City Council.

COUNTY OF MECKLENBURG

Chairman, Board of Commissioners  
(SEAL)  
Clerk to the Board  
Approved as to Form:  
County Attorney  

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

Director of Finance  
Mecklenburg County  
0139C  

CITY OF CHARLOTTE

Mayor  
(SEAL)  
Clerk to the City Council  
Approved as to Form:  
City Attorney  

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

Director of Finance  
City of Charlotte
WHEREAS, the Mecklenburg County Board of Commissioners desires to eliminate any tax inequity which exists in the funding of Police and Park Services to all its residents; now, therefore,

BE IT RESOLVED by the Board of Commissioners that it is the intent of the Board of Commissioners:

1. To establish on an ongoing basis beginning in FY 93 a component of its County-wide ad valorem tax rate, which when applied to the then existing tax base in the unincorporated area of the County, will provide that amount of money which will fully fund the operation of the Mecklenburg County Police in such unincorporated areas at a level which meets the needs of the citizens served; and

2. For Police services to remit to each municipalities in the County as a result of the necessary application of that component County-wide an amount of money equal to the product of the component of the County-wide tax rate described above and the respective tax bases within the corporate limits of the municipalities as those limits exist today or as they may exist in the future. Such remittance to the various municipalities within the County is contingent upon such municipalities reducing taxes on those County residents who live within those municipalities by an amount equal to 100 percent (100%) of such remittance; and

3. To achieve this "Tax Equity" 100% with the adoption of the FY 93 budget.

ADOPTED THE 13th day of April, 1992.

ATTEST:

[Signatures]

CLERK TO BOARD OF COMMISSIONERS

CHAIRMAN

APPROVED AS TO FORM:

[Signature]

COUNTY ATTORNEY
THREE LEVELS OF POLICE SERVICE THAT WILL BE OFFERED TO EACH OF THE MUNICIPALITIES WITHIN MECKLENBURG COUNTY

LEVEL I — FULL SERVICE — The Mecklenburg County Police Department will provide services equivalent to those normally provided to unincorporated areas of the County. These services will be provided in accordance with the Mecklenburg County Police Department's established policies and procedures.

LEVEL II — SUPPORT SERVICES — The Mecklenburg County Police Department will provide all of the following support services to any of the County's municipalities, upon request: Communications, Crime Prevention, Crime Scene Processing, Criminal Investigations, Emergency Tactical Response, K-9, Property and Evidence Control, Training, and Vice and Intelligence Investigations. Under this service level, the Mecklenburg County Police Department will not be responsible for patrol services in the municipalities. These services will be provided in accordance with the Mecklenburg County Police Department's established policies and procedures.

LEVEL III — MUTUAL AID — The Mecklenburg County Police Department will give assistance in emergency situations when the demands of that situation exceed the municipality's resources and the municipality requests assistance from the County Police to help alleviate the crisis. These services will be provided in accordance with the Mecklenburg County Police Department's established policies and procedures.
# Mecklenburg County Police Services - Tax Rate and Dollar Share by Municipality

## FY92 Cost Elements

### Dollar Summary Section

<table>
<thead>
<tr>
<th>Municipality</th>
<th>County-Wide Services</th>
<th>Support Services</th>
<th>Full Costs of Service</th>
<th>County-Wide Service Costs</th>
<th>Support Service Costs</th>
<th>Full Costs of Support Service</th>
<th>Adj. County-Wide</th>
<th>Adj. Support Service</th>
<th>Total County-Wide</th>
<th>Total Support Service</th>
<th>Total Adj. Service</th>
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</thead>
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<td>0</td>
<td>2,636,209</td>
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<td>0</td>
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<td>1.06</td>
<td>0.00</td>
<td>0.00</td>
<td>2.44</td>
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<tr>
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<td>75,604</td>
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<td>0.60</td>
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<td>Davidson</td>
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<td>2.44</td>
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<td>116,389</td>
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<td>3.04</td>
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<td>0.00</td>
<td>0.00</td>
<td>2.44</td>
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<td>Mint Hill</td>
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<td>355,025</td>
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<td>5.05</td>
<td>6.55</td>
<td>0.65</td>
<td>0.60</td>
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<tr>
<td>Pineville</td>
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<td>3.04</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.44</td>
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<td>6.55</td>
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<td>0.60</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,886,585</strong></td>
<td><strong>3,252,189</strong></td>
<td><strong>5,726,024</strong></td>
<td><strong>12,864,798</strong></td>
<td><strong>3.50</strong></td>
<td><strong>3.04</strong></td>
<td><strong>5.05</strong></td>
<td><strong>6.55</strong></td>
<td><strong>0.65</strong></td>
<td><strong>0.60</strong></td>
<td><strong>2.44</strong></td>
</tr>
</tbody>
</table>

### Included in County-Wide

- Intake Center
- DA Support
- Communications: EMS
- Building Security
- Lakes Patrol
- SRD/D.A.R.E.

### Included in Support Services

- K-9
- Vice/Narcotics
- Court Liaison
- Property/Evidence
- Crime Prevention
- Felony Investigations
- Juvenile Investigations
- Communications: Non-EMS
- Crime Scene Search
## COUNTY-WIDE TAX LEVY AND REALLOCATION OF REVENUE

**POLICE TAX EQUITY ISSUE**

<table>
<thead>
<tr>
<th>REVENUE GENERATED FROM COUNTY-WIDE POLICE TAX (10.05 cents)</th>
<th>COST OF CURRENT POLICE SERVICES</th>
<th>TAX RATE TO SUPPORT SERVICES</th>
<th>REALLOCATION TO RETURNED TO MUNICIPALITIES</th>
<th>POTENTIAL MUNICIPAL TAX RATE REDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlotte</td>
<td>24,994,250</td>
<td>2,636,209</td>
<td>1.06</td>
<td>22,358,041</td>
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<tr>
<td>Cornelius</td>
<td>249,942</td>
<td>101,966</td>
<td>4.10</td>
<td>147,976</td>
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<tr>
<td>Davidson</td>
<td>207,462</td>
<td>84,626</td>
<td>4.10</td>
<td>122,826</td>
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<tr>
<td>Huntersville</td>
<td>167,946</td>
<td>68,515</td>
<td>4.10</td>
<td>99,431</td>
</tr>
<tr>
<td>Matthews</td>
<td>1,103,501</td>
<td>116,389</td>
<td>1.06</td>
<td>987,112</td>
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<tr>
<td>Mint Hill</td>
<td>599,664</td>
<td>599,664</td>
<td>10.05</td>
<td>0</td>
</tr>
<tr>
<td>Pineville</td>
<td>454,441</td>
<td>185,395</td>
<td>4.10</td>
<td>269,046</td>
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<tr>
<td>Unincorp. Meck. Co.</td>
<td>9,072,023</td>
<td>9,072,024</td>
<td>10.05</td>
<td>(1)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>36,849,229</strong></td>
<td><strong>12,664,798</strong></td>
<td><strong>23,184,431</strong></td>
<td><strong>23,184,431</strong></td>
</tr>
</tbody>
</table>
### Tax Rate Calculations for Police Services

<table>
<thead>
<tr>
<th>All Mecklenburg County Property Owners</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Intake Center</strong></td>
<td>1,087,576</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DA Support</strong></td>
<td>326,942</td>
<td></td>
<td></td>
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<tr>
<td><strong>Communications: EMS</strong></td>
<td>739,432</td>
<td></td>
<td></td>
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<tr>
<td><strong>Building Security</strong></td>
<td>538,490</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lakes Patrol</strong></td>
<td>693,657</td>
<td></td>
<td></td>
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<tr>
<td><strong>SRD/D.A.R.E.</strong></td>
<td>486,427</td>
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<tr>
<td><strong>Total</strong></td>
<td>3,872,424</td>
<td>37,300,000,000</td>
<td>2,666,590</td>
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</table>

<table>
<thead>
<tr>
<th>All Mecklenburg County Property Owners - Less Charlotte &amp; Matthews</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>K-9</strong></td>
<td>223,251</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
</tr>
<tr>
<td><strong>Vice/Narcotics</strong></td>
<td>704,677</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
</tr>
<tr>
<td><strong>Court Liaison</strong></td>
<td>67,496</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
</tr>
<tr>
<td><strong>Property/Evidence</strong></td>
<td>169,539</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
</tr>
<tr>
<td><strong>Crime Prevention</strong></td>
<td>146,922</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
</tr>
<tr>
<td>** Felony Investigations**</td>
<td>599,524</td>
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<tr>
<td><strong>Juvenile Investigations</strong></td>
<td>233,917</td>
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<td>1,069,799</td>
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<tr>
<td><strong>Communications: Non-EMS</strong></td>
<td>801,051</td>
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<tr>
<td><strong>Crime Scene Search</strong></td>
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<td>10,883,000,000</td>
<td>1,069,799</td>
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<tr>
<td><strong>Total</strong></td>
<td>3,281,074</td>
<td>10,883,000,000</td>
<td>1,069,799</td>
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</table>

<table>
<thead>
<tr>
<th>Unincorporated Mecklenburg County &amp; Mint Hill</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Patrol</strong></td>
<td>5,724,860</td>
<td>9,790,000,000</td>
<td>962,357</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,724,860</td>
<td>9,790,000,000</td>
<td>962,357</td>
</tr>
</tbody>
</table>
### TAX RATE SHARE OF MECKLENBURG COUNTY POLICE SERVICES

**cents per $100 assessed valuation**

<table>
<thead>
<tr>
<th>COUNTY- WIDE SERVICES</th>
<th>ADJUSTMENT TO COUNTY TAX RATE</th>
<th>PATROL</th>
<th>FELONY INVEST.</th>
<th>JUVENILE INVEST.</th>
<th>CRIME SCENE</th>
<th>COMMUNIC</th>
<th>K-9</th>
<th>VICE</th>
<th>COURT PROPERTY/ EVIDENCE</th>
<th>CRIME PREVENT</th>
<th>NET TAX RATE IMPACT</th>
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</thead>
<tbody>
<tr>
<td>Charlotte</td>
<td>(3.50)</td>
<td>1.06</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16</td>
<td>0.14 (2.44)</td>
</tr>
<tr>
<td>Cornelius</td>
<td>(3.50)</td>
<td>1.06</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16</td>
<td>0.14 (2.44)</td>
</tr>
<tr>
<td>Davidson</td>
<td>(3.50)</td>
<td>1.06</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16</td>
<td>0.14 (2.44)</td>
</tr>
<tr>
<td>Huntersville</td>
<td>(3.50)</td>
<td>1.06</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16</td>
<td>0.14 (2.44)</td>
</tr>
<tr>
<td>Matthews</td>
<td>(3.50)</td>
<td>1.06</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16</td>
<td>0.14 (2.44)</td>
</tr>
<tr>
<td>Mint Hill</td>
<td>(3.50)</td>
<td>1.06</td>
<td>5.95</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16 (6.55)</td>
</tr>
<tr>
<td>Pineville</td>
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<td>5.95</td>
<td>0.56</td>
<td>0.22</td>
<td>0.28</td>
<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
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<td>5.95</td>
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<td>0.75</td>
<td>0.21</td>
<td>0.66</td>
<td>0.06</td>
<td>0.16 (6.55)</td>
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</tbody>
</table>

### DOLLAR SHARE OF MECKLENBURG COUNTY POLICE SERVICES

<table>
<thead>
<tr>
<th>COUNTY- WIDE SERVICES</th>
<th>PATROL</th>
<th>FELONY INVEST.</th>
<th>JUVENILE INVEST.</th>
<th>CRIME SCENE</th>
<th>COMMUNIC</th>
<th>K-9</th>
<th>VICE</th>
<th>COURT PROPERTY/ EVIDENCE</th>
<th>CRIME PREVENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlotte</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>2,636,209</td>
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<tr>
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<td>18,652</td>
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<td>4,355</td>
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<td>Huntersville</td>
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<td>9,358</td>
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<td>12,533</td>
<td>3,509</td>
<td>11,029</td>
<td>1,005</td>
<td>2,674</td>
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<td>116,389</td>
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<td>13,127</td>
<td>16,707</td>
<td>44,571</td>
<td>12,530</td>
<td>39,581</td>
<td>3,580</td>
<td>8,354</td>
</tr>
<tr>
<td>Pineville</td>
<td>0</td>
<td>0</td>
<td>25,322</td>
<td>9,948</td>
<td>12,661</td>
<td>33,914</td>
<td>9,496</td>
<td>29,844</td>
<td>2,713</td>
<td>7,235</td>
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<td>Unincorp. Meck. Co.</td>
<td>0</td>
<td>0</td>
<td>355,625</td>
<td>33,414</td>
<td>16,707</td>
<td>44,571</td>
<td>12,530</td>
<td>39,581</td>
<td>3,580</td>
<td>8,354</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0</td>
<td>0</td>
<td>355,625</td>
<td>16,707</td>
<td>44,571</td>
<td>12,530</td>
<td>39,581</td>
<td>3,580</td>
<td>8,354</td>
<td>9,072,024</td>
</tr>
</tbody>
</table>

**These summary figures do not exactly agree with the previous figures, due to the rounding errors.**
MEMORANDUM

TO: Ed
FROM: Freda
DATE: May 20, 1992
SUBJECT: Meetings with Mayors and Town Administrators

Listed below are the times you are scheduled to meet with the towns people.

Thursday, May 21, 1992

<table>
<thead>
<tr>
<th>TIME</th>
<th>MAYOR AND/OR ADMINISTRATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 a.m.</td>
<td>Ed Humphries</td>
</tr>
<tr>
<td>2:00 p.m.</td>
<td>Mayor Russell Knox &amp; Leamon Brice</td>
</tr>
<tr>
<td>3:00 p.m.</td>
<td>Mayor Joseph Hamilton</td>
</tr>
<tr>
<td>4:00 p.m.</td>
<td>Mayor Harold Little &amp; Bob Race</td>
</tr>
</tbody>
</table>

Tuesday, May 26, 1992

<table>
<thead>
<tr>
<th>TIME</th>
<th>MAYOR AND/OR ADMINISTRATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2:00 p.m.</td>
<td>Mayor William Blankenship</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Mayors
   Town Administrators

FROM: Edwin H. Chapin
       Assistant County Manager

DATE: May 20, 1992

SUBJECT: Police Tax Equity

Enclosed are the draft estimates of the tax equity issue. All of these figures are subject to change but will be the basis for our negotiations when we meet tomorrow.

EHC/aln

Enclosed
Council Workshop
Majer
Campbell
Coffelt
Hammond
McCrory
Majled
Mangan
Martin
Patterson
Reid
Scarborough
Wheeler

5:10

Vinroot
White

#1 Steve Camp Conv. Center Marketing
Doug Stafford
Vinroot
Doug Stafford
Camp
Martin
Camp
Stafford
Camp
Stafford
Mangum
Stafford
Camp
Stafford
Martin
Scarborough
Stafford
Camp
VIDEO
Camp
Stafford
Camp
Stafford
Unroot
Neal Kastaldi
Unroot
Unroot
McCrosy
Unroot
McCrosy
Stafford
McCrosy
Camp
Unroot left at 5:55
Stafford
Tape 1, Side 2
Camp
McCrosby
Camp
McCrosby
Mangum
Camp
Mangum
Camp
Mangum
Camp
Mangum
Camp
McCrosby
Hammond
Martin
Reid - Put in Perrinell Committee
McCrosby
Patton
White
Majeed
Stafford - 24
Majeed
Patterson - 使用
Stafford
succession

Stafford Patterson
Stafford Patterson
Stafford Patterson - Rentals
Camp Patterson
McCrosy
Patterson - Wants previous budget from Authority + CCVB
Camp
Stafford Patterson
Stafford Patterson
Stafford Patterson
Stafford
Reid
Camp
Reid
Camp
Reid
Camp
<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Reid</td>
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<tr>
<td>Reid</td>
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<tr>
<td>Camp</td>
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<tr>
<td>Reid</td>
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<td>Camp</td>
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<td>Majeed</td>
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</tbody>
</table>
Stafford
Hammond
White
Patterson
White
Hammond
Patterson
Hammond
McCready
White
Hammond
White
Reid
White
Stafford
Hammond

Recess - Dinner
6:35

Resume 6:45

#2 Parks Consolidation
Hammond
Julee Burd - County approved Draft
Hammond
Burd
* Eff. 7/1/22
* Can be terminated by either party with 14 more notice prior to 7/1 of any year
* Conn. Parks
  White
  Burch
  * Transfer Nature Museum to County

Mangum
Syfert
Mangum
Syfert
White
Alexander
Burch
McCrosy
Burch
McCrosy
Clootch
Burch
Clootch
Clootch
White
Clootch

Tape 7, Side 1-6:55
Dear squash,

Martin Burch
Wanda Jole - Nature Museum

Cordfield
McCrosby
Martin White
Syvert
Nemnnad
Martin Burch
Martin Burch
Isler
Martin Isler
Martin Isler
Martin Isler
Martin White
Martin Isler
<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Initials</th>
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<tbody>
<tr>
<td>Martin</td>
<td>John</td>
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<tr>
<td>White</td>
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<td></td>
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<td>Martin</td>
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<tr>
<td>Stiger</td>
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</tbody>
</table>
Majeed
Toler
Majeed
White
Majeed
Hammond
Scarborough
Majeed
Mangum
Hammond
Mangum - Vacations
Buck - Flexibility
Mangum
Scarborough
Scarborough/Majeed, February decision until we have answers from County
Hammond
Clodfelter
Buck
Clodfelter
Hammond
Clodfelter
White
Clodfelter
Burch
Cloofeltus
Iser
Cloofeltus
Reid
Iser
Hammond
Reid
White
Reid
Scarborough
Reid
Scarborough
Reid
McCory
Patterson
Hammond
White
Scarborough
White
McCory/Meyer Subst - accept except I work through issues including specifics mentioned.
Cloofeltus
White
White
McCray
White
Hammond
Majeed
Scarborough
Hammond
Toler
Scarborough
Suffert
Scarborough
Martin
Reid

Patterson - Amend Pat's motion -
when come back
1. Clarify temporary employment
2. Affirmative action statement

Suffert
Hammond
Toler
Patterson - take out statement about
Hay System
Reid
Patterson
McCory
Isler - 
Scarborough
Patterson
Buck
Patterson
Martin
Patterson
Majied
Patterson
Cloydeltta

Scarborough - City Manager met with City Parks employees + hear their concerns
Patterson - ask City & County to provide extra mowers -

White
Scarborough
Cloydeltta
Buck
Cloydeltta
Buck - on other properties
Cloydeltta - statement of philosophy for a park system

McCory
Mercy
McCrosky
Morgan
Majeed
Hammoud
Patterson
White
Majeed
Hammoud
Vote - Subst - Iran.

#3 - Jack Equity
Hammoud
Stiger
Mutual
White
Morgan - Lakes
Stiger
Dave Cooke
Morgan
Patterson
Morgan
Hammoud
Morgan
Steger
Scarborough
Steger
Scarborough

Vote - Zeman

McCreery

Adjourn

8:30 p.m.