

**CHARLOTTE CITY COUCIL
RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF CHARLOTTE AND MECKLENBURG COUNTY
FOR THE CONTINUED CONSOLIDATION OF THE
CHARLOTTE-MECKLENBURG POLICE DEPARTMENT**

WHEREAS, North Carolina General Statute §160A-460, *et seq.* and North Carolina General Statute § 153A-445 authorize units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, in 1993, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated through an interlocal agreement between the City of Charlotte and Mecklenburg County; and

WHEREAS, in 1996, the City of Charlotte and Mecklenburg County entered into an updated consolidation agreement which included a funding mechanism for police services in the extra-territorial jurisdictions in Mecklenburg County; and

WHEREAS, in 2018, the City of Charlotte and Mecklenburg County entered into an updated agreement for the continued consolidation of the Charlotte-Mecklenburg Police Department; and

WHEREAS, in 2018, the City of Charlotte and Mecklenburg County entered into an amended and restated interlocal agreement that added the Town of Pineville's extra-territorial jurisdiction and continued consolidation of the Charlotte-Mecklenburg Police Department; and

WHEREAS, the City of Charlotte and Mecklenburg County now wish to enter into a new interlocal agreement that will continue consolidation of the Charlotte-Mecklenburg Police Department according to the terms set forth therein.

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

1. Approves and ratifies the attached Interlocal Agreement;
2. Authorizes the City Manager to execute the Interlocal Agreements in substantially the form presented to City Council with technical corrections and minor modifications as he may deem necessary consistent with the spirit and intent of the transactions;

3. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement; and
4. Directs that this resolution be reflected in the minutes of the Charlotte City Council.

This the 24th day of April 2023.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24th day of April 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 001-014.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of April 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

**NORTH CAROLINA
MECKLENBURG COUNTY**

AMENDED AND RESTATED 2023 LAW ENFORCEMENT SERVICES DISTRICT AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND MECKLENBURG COUNTY FOR THE CONTINUED CONSOLIDATION OF THE CHARLOTTE AND MECKLENBURG COUNTY POLICE DEPARTMENTS OPERATING AS THE CHARLOTTE-MECKLENBURG POLICE DEPARTMENT (“CMPD”) TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE EXTRA TERRITORIAL JURISDICTION AREAS OF THE CITY, AND TOWNS OF DAVIDSON, MINT HILL, AND MCGUIRE NUCLEAR PLANT PORTION OF HUNTERSVILLE

This Agreement is effective as of July 1, 2023, by and between **MECKLENBURG COUNTY** (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.

WITNESSETH:

WHEREAS, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the General Statutes and Chapter 1170, Session Laws of 1969, by that agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg Police Departments" (hereinafter "Original Consolidation Agreement"); and

WHEREAS, the City and County entered into a subsequent agreement for the continued consolidation of the Charlotte-Mecklenburg Police Department effective July 1, 1996 (hereinafter "1996 Agreement"); and

WHEREAS, the County terminated the 1996 Agreement effective June 30, 2018; and

WHEREAS, the City and County entered into a subsequent agreement for the continued consolidation of the Charlotte-Mecklenburg Police Department effective July 1, 2018 (hereinafter "2018 Agreement"); and

WHEREAS, the City and County now desire to enter into this new police consolidation agreement, which replaces in its entirety the 2018 Agreement.

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 continued consolidation of the Charlotte-Mecklenburg Police Department ("CMPD"), which is operated and administered by the City, and to specify the law enforcement services (hereinafter "police services" or "law enforcement services") to be provided by the City within those unincorporated areas of Mecklenburg County as specified herein.

2. Functions and Facilities to be Consolidated.

In accordance with the terms of the Original Consolidation Agreement and the 1996 Agreement, certain functions and facilities have remained and will continue to remain with Mecklenburg County. In addition, certain functions have been consolidated and will continue to be consolidated under the CMPD. These functions and facilities are indicated below:

- a) Functions and facilities that remain with Mecklenburg County:
 - Building Security
 - Intake Center/Arrest Processing
- b) Functions to continue to be consolidated under the City of Charlotte:
 - All Divisions of the former Mecklenburg County
 - Police Department except those noted in (a) above.

3. Lease of Space for Police Operations.

The County agrees to continue to work with the City for CMPD use of County park facilities on Mountain Island Lake and Lake Wylie used by CMPD for lake patrol activities. The use of these facilities will be covered by a separate agreement or separate agreements.

4. Personal Property.

All personal property previously transferred by the County to the City pursuant to the Original Consolidation Agreement shall remain the property of the City to be used or disposed of as the City sees fit.

5. Police Services.

- a) The County is contracting with the City to provide law enforcement services within the extra-territorial jurisdiction areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located (each an "ETJ Area" and collectively the "ETJ Areas") The ETJ Areas as of the date of execution of this Agreement are shown in Attachment A. The ETJ Areas will change from time to time as annexation and de-annexation occurs.

- b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ Areas will be established by the Chief of Police of CMPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the Department's mission to be responsive to those needs.
- c) The CMPD will comprehensively police the ETJ Areas with levels of service that are seamless and consistent with the adjoining areas of the City. All of the police resources provided in the City limits will be provided to the ETJ Areas as crime and crime trends dictate to include; routine patrols, 911 response, criminal investigations, logistics and administrative services. The CMPD will utilize a holistic policing approach within the ETJ Areas with a focus on community service and crime suppression by working together with the community to solve problems.
- d) Any dispute involving police services or costs thereof will be resolved by consultation between the City and County Managers as provided in Section 13.
- e) The CMPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data, broken out into the ETJ Areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located:
 - i. The total number of citizen-generated and officer-initiated calls for service responded to by on-duty CMPD officers in the ETJ Areas including total Events, Units, response times from dispatch to arrival, and priority of calls
 - ii. The total number of service hours to the ETJ Areas, excluding secondary employment hours not funded with taxes, including citizen-generated and officer-initiated service hours
 - iii. Number and type of officer-initiated activities across the ETJ Areas.
 - iv. Special Operations Division Deployment in the ETJ Areas.
 - v. Traffic Related Incidents in the ETJ Areas including traffic stop and traffic accidents with separate count of fatalities and DWIs across Mecklenburg County outside the corporate City limits of Charlotte.
 - vi. Description and number of Community Events in Patrol Divisions.
 - vii. Description of any additional assistance provided to the towns including training.

- viii. Description of non-sensitive special police initiatives that occurred in the ETJ Areas and abutting CMPD Patrol Divisions as captured by the computer aided dispatch system.
- ix. Number of adult arrests in the ETJ Areas and statistics for comparative purposes.
- x. Number of items of evidence and property seized, collected, processed, and stored in the ETJ Areas by CMPD.

Where feasible, all data reporting within quarterly reports should be disaggregated by demographic data, to include race, ethnicity, age and gender.

- f) At least once a year, and up to twice a year at the request of the County Manager, the CMPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in the ETJs for Mint Hill, Davidson, and the City of Charlotte, including explanations for any apparent crime trends, and goals, strategies and tactics to address and reduce community violence in the ETJ
- g) The CMPD may continue to pursue the geographic decentralization service delivery model.
- h) With respect to the ETJ Area where the McGuire Nuclear Plant is located, the City agrees to provide both emergency response and routine primary patrol coverage, including zone checks, for this area. Specifically:
 - i. The CMPD will be the primary agency to patrol infrastructures related to security on Lake Norman and its shoreline and Duke Energy property as authorized by Duke Energy
 - ii. CMPD will participate and be the lead Law Enforcement Agency for all drills required by Federal and/or State regulations for Lake Norman and its shoreline.
 - iii. CMPD will be the lead Law Enforcement Agency within the Incident Command System and Unified Command System for any declared State of Emergency involving Lake Norman and/or its respective shoreline.
 - iv. CMPD will be the lead Law Enforcement Agency and be part of the existing Charlotte-Mecklenburg Emergency Operations Plan (EOP) for any natural or man-made disasters affecting Lake Norman and assist other agencies as requested under State or Regional Mutual Assistance Agreements.

- v. CMPD will be the lead Law Enforcement Agency contact for any natural or man-made disaster affecting Lake Norman and will assist other agencies as requested under State or Regional Mutual Assistance Agreements.
- vi. CMPD will be the lead Law Enforcement Agency and coordinate all law enforcement activities and associated events and exercises on Lake Norman associated with the Duke Energy - McGuire Nuclear Station. In addition, CMPD will be the lead Law Enforcement Agency within the Radiological Emergency Preparedness (REP) Program for real events and exercises on Lake Norman.
- i) CMPD shall grant the Towns who use Charlotte's dispatch system increased access to CMPD's individual CAD and RMS data. The CMPD will ensure that the ETJ's are mapped with specific ETJ response areas and as a whole to allow the Towns to view and extract ETJ data. CMPD will consult with each Town's police department to resolve technical implementation issues.
- j) Lake Patrol responsibilities as referenced in **Attachment C**

6. Police Services Funding Formula.

- a) The amount that the County shall pay the City for police services is set forth in **Attachment B** to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.
- b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the City one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's adopted Budget for that fiscal year.

7. Jurisdiction of Charlotte-Mecklenburg Police Department Officers.

By its approval of this Agreement, the Board of County Commissioners, pursuant to Chapter 1170 of the 1969 Session Laws, as amended, has authorized and hereby reaffirms its authorization and empowerment of all law enforcement officers of the Charlotte-Mecklenburg Police Department to exercise throughout the County the same jurisdiction, authority, powers and rights, including arrest and service of criminal and civil process, which they are authorized by law to exercise within the City. But it is understood that the City shall not be obligated to exercise the powers referenced in this section in those portions of the County that the County has authorized another municipality to provide police services for except with respect to the fulfillment of mutual aid agreements by the City.

8. Changes to City and County Ordinances.

The City and County agree to make such changes or amendments to ordinances, rules, regulations and policies as may be required to further the interests of police consolidation and the police services to be provided by the City pursuant to this Agreement.

9. Responsibility for Claims.

The City will continue to be solely responsible for any and all claims and actions arising from the operation of the consolidated Charlotte-Mecklenburg Police Department on an occurrence basis from and after October 1, 1993, including but not limited to claims by third parties as well as former County employees who are employed by the City and arising out of their employment with the City. Each agrees to indemnify and hold the other harmless with respect to the claims for which it is responsible.

10. Revenues.

All funds related to police operations, such as the Forfeiture and Assets Fund, Police Donations Expendable Trust and Agency Fund, and Seized Assets Trust and Agency Fund have been transferred by the County to the City. Any monies received in the future by the County that would have been placed in these funds will be remitted to the City.

11. Term of Agreement.

In light of the terms, conditions and mutually beneficial purpose of this Agreement, and to ensure that the residents of the ETJ Areas served under this Agreement are never without quality law enforcement services, pursuant to N.C.G.S. § 160A-461, the parties agree that a reasonable term for this Agreement shall be four (4) years, and subject to termination only as hereinafter set forth. To ensure continuity of service, the County and City will adhere to the terms of this Agreement until formal termination is rendered.

This Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) (FY2026) or fourth (4th) (FY2027) fiscal year by either the City or 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 twenty-four (24) months prior to the July 1st effective date of termination, the applicable June 30th effective date of the termination. If any such notice of termination is not given on or prior to such 24-month period, then this Agreement shall continue for the full 3rd or 4th Fiscal Year, of this Agreement, as applicable.

Both parties agree to begin negotiations on possible renewal of this Agreement at the beginning of the third (3rd) Fiscal Year should such Agreement be in effect at that time.

12. Termination of Agreement for Default.

Failure of the County to provide the funds to the City as required by this Agreement is an event of default which would allow the City to terminate this Agreement as provided herein.

Failure of the City to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall have a right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice is given, the non-defaulting party may terminate this Agreement. Provided, however, where fulfillment of such obligation requires activity over a period of time, the defaulting party, following receipt of such notice, shall have, within thirty days after written notice is given, the right to commence to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. Further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than twenty-four (24) months after the date of the notice.

13. Dispute Resolution Process.

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the City and County Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers, or mediation may be resolved by arbitration if mutually agreed upon by the Managers. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

14. Amendments and Mutual Extension of Term.

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 Chairman of the Board of County Commissioners. The term of this Agreement may be extended only by action of both the City Council and the Board of County Commissioners by a written agreement signed by the Mayor of the City and Chairman of the Board of County Commissioners.

15. Audit

During the term of this Agreement and for a period of two years after expiration or termination, the County shall have the right, at its own expense, to audit all books, records, and facilities of the City necessary to evaluate compliance with the terms and conditions of this Agreement or the County's payment obligations. The County shall pay for its own expenses, relating to such audits.

[space intentionally left blank/signature page follows]

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

COUNTY OF MECKLENBURG

Mayor

Chairman, Board of Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk to the Board

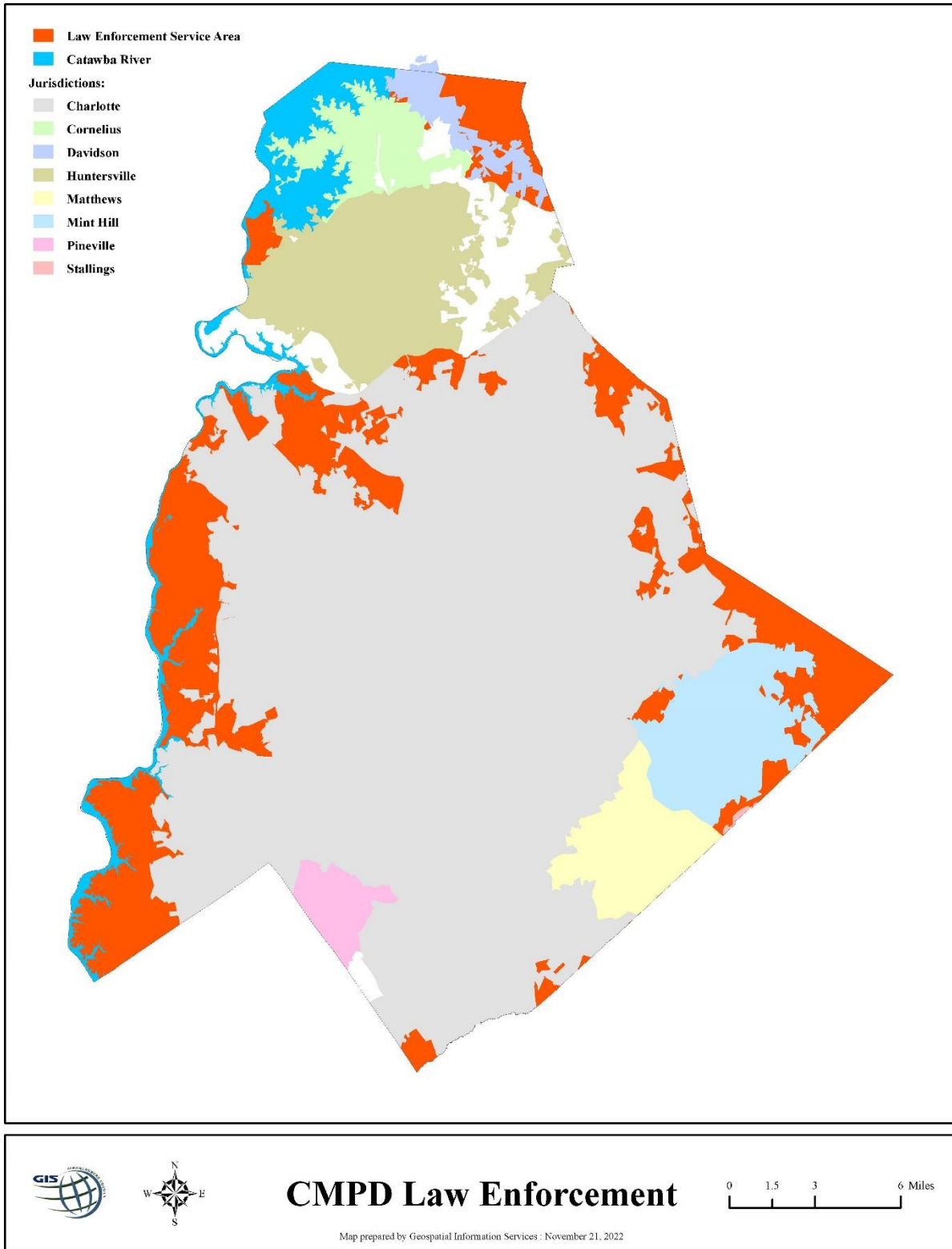
APPROVED AS TO FORM:

County Attorney

This instrument has been pre-audited in
the manner required by the Local
Government Budget and Fiscal Control Act

County Finance Director

ATTACHMENT A



ATTACHMENT B

Police Services Funding Formula

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ will not be interpreted in that manner.
2. In Fiscal Year 2024, the County will pay the City \$18,225,087 based on a joint assessment of service hours and the tax-funded cost of policing.
3. For Fiscal Year 2025 and beyond, the calculation of the payment will be determined by adjusting the prior year's payment by the estimated revenue resulting from the change due to natural growth in the value of estimated taxable property, as determined by the County Assessor for the ETJ areas of Charlotte, Mint Hill, Davidson.
4. If any portion of the ETJ Areas is annexed by the City or any other municipality after this Agreement is executed, the calculation of payment to the City shall be calculated such that the remaining property in the reduced ETJ Areas would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ Areas.

ATTACHMENT C

Lake Patrol Agreement

1. Situational Awareness conducted by the CMPD Lake Enforcement officers will focus on the critical infrastructure of Lake Norman. Specifically, McGuire Nuclear Station, Cowan's Ford Dam, and the two water intakes will be patrolled on a daily basis. During these patrols, officers will be checking for suspicious boats, persons, aircraft, or other items in the water near these locations. The officers will ensure that there are no boats or other items in the water near or within the buoyed area of the nuclear station, dam, or water intakes. Specifically, regarding the water intakes, officers will check for any foreign objects attached to the structure such as ropes, wires, or cables.
2. CMPD Lake Enforcement officers will be available to assist Cornelius with any priority one call when they are on Lake Norman. CMPD Lake Enforcement will respond from Mountain Island Lake or from an off-duty status to those incidents involving hostile actions against the nuclear station, the dam, or one of the water intakes. CMPD will assist at other times within existing mutual aid agreements when resources are available. CMPD Lake Officers that are off duty are considered to be "not available". CMPD prefers that all requests for assistance be made by police radio on the "North" talkgroup and that CMPD's 911 communications center be used as a last resort.
3. CMPD will maintain a policing role on both Lake Norman and Mountain Island Lake. CMPD officers will have a situational awareness role on Lake Norman and a law enforcement/ boating safety role on Mountain Island Lake. CMPD's North Division will have four Lake Enforcement Officers to handle responsibilities on both Lake Norman and Mountain Island Lake. The officers will have a situational awareness role on Lake Norman and a law enforcement/boating safety role on Mountain Island Lake. The peak season schedule- May through September will be 7 days a week. Officers will be scheduled during late afternoon and evening hours on Friday, Saturday, and Sunday. This will be to perform their boating safety role on Mountain Island Lake. On Mondays through Thursdays, they will be scheduled during daytime hours and will split their time between both lakes. The off-peak season schedule, October through April, will be 7 days a week and will be daytime hours. The officers will split their time between both lakes each day.
4. CMPD will perform all policing responsibilities on Lake Wylie.

RESOLUTION PROVIDING APPROVAL OF INLIVIAN'S ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$17,000,000 FOR THE FINANCING OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS SOUTH VILLAGE AT SCALEYBARK APARTMENTS IN THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council (the "City Council") of the City of Charlotte (the "City") met in Charlotte, North Carolina at 6:30 p.m. on the 24th day of April, 2023; and

WHEREAS, INLIVIAN (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$17,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Scaleybark Apartments, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Borrower"), of a qualified residential rental project to be known as South Village at Scaleybark Apartments (the "Development"); and

WHEREAS, the Development will consist of approximately 82 units located at the intersection of Whitton Street and Dewitt Lane in the City of Charlotte, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City Council of the City following a public hearing with respect to such plan; and

WHEREAS, on March 28, 2023, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City Council to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the Issuer's issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Charlotte, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of Charlotte, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

1. The issuance of the Issuer's multifamily housing revenue bonds for the proposed housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, North Carolina by the Borrower and in an amount not to exceed \$17,000,000 are hereby approved for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council members Bokhari / Watlington moved the passage of the foregoing resolution and the resolution was passed by the following vote:

Ayes: Council members Winston, Ajmera, Bokhari, Driggs, Johnson, Mayfield, Molina, Watlington

Nays: None

Not voting: Anderson, Graham, Mitchell

* * * * *

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24th day of April 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 015-018.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of April 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

Exhibit A

**Certificate and Summary of Public
Hearing**

(Attached)


CERTIFICATE AND SUMMARY

The undersigned designated hearing officer of INLIVIAN hereby certifies as follows:

1. Notice of a public hearing (the "Hearing") to be held on March 28, 2023, with respect to the issuance of bonds by INLIVIAN for the benefit of Scaleybark Apartments, LLC, a North Carolina limited liability company, or an affiliate or subsidiary thereof (the "Borrower") was published on March 21, 2023, in *The Charlotte Observer*.
2. I was the hearing officer for the Hearing.
3. The following is a list of names and addresses of all persons who spoke at the Hearing:

None
4. The following is a summary of the oral comments made at the Hearing: None

IN WITNESS WHEREOF, my hand this 28th day of March, 2023.

By: 
Name: Kevin Boyett
Title: Hearing Officer

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF CLEVELAND AVENUE in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Mason Ellerbe has filed a petition to close a Portion of Cleveland Avenue in the City of Charlotte; and

Whereas, an Portion of Cleveland Avenue containing 730 square feet or 0.017 acres a Portion of Cleveland Avenue as shown in the map marked "Exhibit A" and are more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of April 24, 2023, that it intends to close a Portion of Cleveland Avenue and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of a Portion of Cleveland Avenue, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 22nd day of May 2023 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of a Portion of Cleveland Avenue. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email charlotteada@charlottenc.gov or call 704-336-5271.

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

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24th day of April 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 019.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of April 2023.



Billie Tynes

Billie Tynes, Deputy City Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
GALLOWAY RIDGE AREA ANNEXATION**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held during a meeting at the Charlotte-Mecklenburg Government Center at 6:30 p.m. on May 22, 2023.

Section 2. The area proposed for annexation is described as follows:

LEGAL DESCRIPTION

COMMENCING FROM NORTH CAROLINA GEODETIC MONUMENT "M 031,, HAVING NORTH CAROLINA NAO 83/2011 GRID COORDINATES, NORTHING:580,270.69, EASTING:1,430,195.38 AND A COMBINED SCALE FACTOR OF 0.99984660, PROCEEDS 29°44'11,, W 7,327.31 FEET {GROUND DISTANCE}, 7,326.19 FEET {GIRD DISTANCE) TO THE POINT OF BEGINNING SAID POINT BEING LOCATED N 16°25'43,, W 1,036.22 FEET FROM BASE OF #6 REBAR AT THE NORTHWESTERN CORNER OF LOT 35 OF SUTTON FARMS PHASE 3 MAP 3 AS RECORDED IN BOOK 67 PAGE 702 OF THE MECKLENBURG COUNTY REGISTRY, SAID POINT OF BEGINNING BEING A POINT IN THE INTERSECTION OF PLEASANT GROVE ROAD SR# 2008 HAVING A PUBLIC RIGHT OF WAY WIDTH UNKNOWN AND THE HUTCHINSON LANE SR# 2036 AND BEING A COMMON CORNER WITH PLEASANT GROVE METHODIST CHURCH AS RECORDED IN BOOK 1077 PAGE 212 AND BOOK 192 PAGE 580 AND MAP BOOK 38 PAGE 580 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF PLEASANT GROVE METHODIST CHURCH AND THE CENTER OF HUTCHINSON LANE SR# 2036 HAVING A 45' PUBLIC RIGHT OF WAY AS RECORDED IN BOOK 6637 PAGE 331 AND 333 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE CENTER OF HUTCHINSON LANE AND THE COMMON LINE OF PLEASANT GROVE METHODIST CHRUCH AS RECORDED IN BOOK 1077 PAGE 212 OF THE MECKLENBURG COUNTY REGISTRY THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 27°20'10,, W 318.28 FEET TO A POINT, 2) N 28°22'19,, W 130.02 FEET TO A POINT A COMMON CORNER WITH AMY KENLEY MCGEE AS RECORDED IN BOOK 15541 PAGE 691 AND BEING LOT 1, MAP BOOK 26 PAGE 525 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF AMY KENLEY MCGEE AND CONTINUING WITH THE CENTER OF HUTCHINSON LANE THE FOLLOWING THREE {3} COURSES AND DISTANCES: 1) N 28°13'07,, W 125.07 FEET TO A POINT, 2) N 28°13'07' W 194.59 FEET TO A POINT, 3) N 27°31'53,, W 128.22 FEET TO A POINT A COMMON CORNER WITH YVONNE W. FELTS AS

RECORDED IN BOOK 6615 PAGE 844 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF YVONNE W. FELTS THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) N 69°15'57" E, PASSING A FOUND #4 REBAR AT 18.15 FEET, A TOTAL DISTANCE OF 489.34 FEET TO A FOUND #5 REBAR AT STONE, 2) N 26°36'13,, E 731.43 FEET TO A FOUND STONE, 3) S 81 °02'36,, W 152.01 FEET TO A FOUND #3 REBAR A COMMON CORNER WITH KRISTIN ALCALDE INGLE AND ALEXANDER DAVID INGLE AS RECORDED IN BOOK 36780 PAGE 213 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF KRISTIN ALCALDE INGLE AND ALEXANDER DAVID INGLE N 25°01'09,, W 542.82 FEET TO A FOUND #3 REBAR A COMMON CORNER WITH THE GREENWAY TRUST #9460 AS RECORDED IN BOOK 36860 PAGE 843 AND BOOK 36862 PAGE 726 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF THE GREENWAY TRUST #9460 THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 64°35'07" E 560.62 FEET TO A FOUND DISTURBED #4 REBAR, 2) N 30°44'09,, W 5.47 FEET TO A FOUND DISTURBED #4 REBAR, 3) N 09°23'27" W 321.31 FEET TO A FOUND #5 REBAR, 4) N 22°15'11,, W 207.66 FEET TO A COMPUTED POINT IN GUTTER BRANCH A COMMON CORNER WITH MECKLENBURG COUNTY AS RECORDED IN BOOK 29635 PAGE 132 OF THE MECKLENBURG COUNTY REGISTRY, THENCE THE COMMON LINE OF MECKLENBURG COUNTY THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 22°10'13,, W, PASSING A FOUND 1.25,, PIPE AT 31.71 FEET, A TOTAL DISTANCE OF 303.47 FEET TO A FOUND #3 REBAR, 2) N 74°09'06,, E 393.96 FEET TO A FOUND 1.25,, PIPE A COMMON CORNER WITH JAMES FRASER CRAWFORD AND NANCY HIPPO CRAWFORD AS RECORDED IN BOOK 8863 PAGE 808 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JAMES FRASER CRAWFORD AND NANCY HIPPO CRAWFORD N 74°08'041' E 111.89 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH PHOUA THAO AS RECORDED IN BOOK 16102 PG 363 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF PHOUA THAO THE FOLLOWING TWO (2) COURSES AND DISTANCE 1) N-74°08'49" E 105.69 FEET TO A #5 REBAR, 2) N 74 13' 18" E 204.33 FEET TO FOUND CAPPED 1.5,, PIPE A COMMON CORNER WITH FONG YANG AND SOUA YANG AS RECORDED IN BOOK 27005 PAGE 187 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF FONG YANG AND SOUA YANG N 74°05'36" E 288.88 FEET TO A CAPPED 1.5" PIPE A COMMON CORNER WITH RICKY LANE ELLIOTT AS RECORDED IN BOOK 8249 PAGE 472 AND BEING LOT 1 OF MAP BOOK 34 PAGE 819 OF THE MECKLENBURG REGISTRY, THENCE WITH THE COMMON LINE OF RICKY LANE ELLIOTT N 74°09'26" E 283.27 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH DOUGLAS WAYNE ELLIOTT AND SANDRA BEASLEY ELLIOTT AS RECORDED IN BOOK 4125 PAGE 523 AND BEING LOT 2 OF MAP BOOK 34 PAGE 819 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF DOUGLAS WAYNE ELLIOTT AND SANDRA BEASLEY ELLIOTT N 74°09'26" E 434.76 FEET TO A FOUND 2" PIPE A COMMON CORNER WITH GAITHER A. LAWING AND GINGER O. LAWING AS RECORDED IN BOOK 7426 PAGE 763 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF GAITHER A. LAWING AND GINGER O. LAWING S 01°17'42" W 586.62 FEET TO A FOUND 1.5" PIPE A COMMON CORNER WITH RONALD J. BREWER AND BEVERLY A. BREWER AS RECORDED IN BOOK 4278 PAGE 58 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF RONALD J. BREWER AND BEVERLY A. BREWERS 01 °02'28" W 59.66 FEET TO A FOUND #6 REBAR (DISTURBED) IN THE CENTER OF GUTTER BRANCH SAID #6 REBAR ALSO BEING A COMMON CORNER WITH SARAH LEWIS WIGGINS AS RECORDED IN BOOK 5266 PAGE 718 AND BEING LOT 1, MAP BOOK 27 PAGE 431 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE

COMMON LINE OF SARAH LEWIS WIGGINS THE FOLLOWING TWENTY SIX (26) COURSES AND DISTANCES; THENCE WITH THE CENTER OF GUTTER BRANCH 1) S 76°04'33"W 28.42 FEET TO A POINT, 2) N 77°50'23" W 113.65 FEET TO A POINT, 3) N 41°12'08" W 62.16 FEET TO A POINT, 4) N 77°15'48" W 124.26 FEET TO A POINT, 5) N 74°25'06" W 71.41 FEET TO A POINT, 6) N 74°23'16" W 64.66 FEET TO A POINT, 7) N 78°16'47" W 82.04 FEET TO A POINT, 8) N 87°04'05" W 60.55 FEET TO A POINT, 9) N 62°58'38" W 68.18 FEET TO A POINT. 10) N 77°32'32" W 78.46 FEET TO A POINT, 11) N 84°43'27" W 66.76 FEET TO A POINT, 12) N 71°15'15" W 71.29 FEET TO A POINT, 13) N 41°19'05" W 37.59 FEET TO A POINT, 14) S 87°12'47" W 67.86 FEET TO A POINT, 15) S 36°13'24" W 58.78 FEET TO A POINT, 16) S 71 °56'21" W 35.00 FEET TO A POINT, 17) S 50°27'51" W 39.93 FEET TO A POINT, 18) S 02°07'04" E 37.44 FEET TO A POINT, 19) S 89°31'30" W 64.11 FEET TO A POINT, 20) S 40°06'55" W 22.18 FEET TO A POINT, 21) S 21 °36'45" W 65.54 FEET TO A POINT, 22) S 30°09'12" W 66.57 FEET TO A POINT, 23) S 11 °32'12" W 47.12 FEET TO A POINT, 24) S 44°58'36" W 28.03 FEET TO A POINT, 25) LEAVING GUTTER BRANCH S 25°01'25" E, PASSING A FOUND #6 REBAR AT 81.58 FEET, A TOTAL DISTANCE OF 430.28 FEET TO A FOUND #6 REBAR, 26) S 21 °40'53"E 592.30 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH YVONNE WIGGINS FELTS AS RECORDED IN BOOK 8888 PAGE 702 AND MAP BOOK 27 PAGE 431 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF YVONNE WIGGINS FELTS THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) S 22°18'29" E 715.39 FEET TO A FOUND 2" PIPE, 2) S 12°28'08"E 349.75 FEET TO A FOUND 0.75" ROD DISTURBED, 3) N 73°06'31"E 299.12 FEET TO A FOUND AXLE, 4) N 07°00'19' E 145;08 FEET TO A FOUND #4 REBAR, 5) S 38°33'05" E 241.25 FEET TO A SET #5 REBAR ON THE WESTERN MARGIN OF KELLY ROAD SR# 2037 HAVING A 60 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN MAP BOOK 51 PAGE 585 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE WESTERN MARGIN OF KELLY ROAD SR# 2037 THE FOLLOWING NINE (9) COURSES AND:OISTANCES: 1) S 40°46'19" W 15.41 FEET TO A SET #5 REBAR, 2) S 36°15'24" W 54.41 FEET TO A SET #5 REBAR, 3) S 32°55'40" W 15.59 FEET TO A SET #5 REBAR, 4) S 32°56'46" W 25.01 FEET TO A SET #5 REBAR, 5) S 31 °27'27" W 45.01 FEET TO A SET #5 REBAR, 6) S 22°07'57" W 104.97 FEET TO ASET #5 REBAR. 7) S 12°29'57" W 103.12 FEET TO A SET #5 REBAR, 8) S 10°13'57" W 101.17 FEET TO A SET #5 REBAR, 9) S 08°02'04" W 75.70 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH DONALD BRIAN HUTTO AND CLIFFORD J. SCOTT AS RECORDED IN BOOK 36697 PAGE 578 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF DONALD BRIAN HUTTO AND BRAIN HUTTO AND CLIFFORD J. SCOTT THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 82°29'22" W 220.17 FEET TO A FOUND #3 REBAR, 2} S 07°29'36" W 85.02 FEET TO A FOUND #3 REBAR,3)S 82°30'14" E 220.52 FEET TO A FOUND #4 REBAR, ON THE WESTERN MARGIN OF THE AFFORMENTIONED KELLY ROAD, THENCE WITH THE WESTERN MARGIN OF KELLY ROAD THE FOLLOWING THREE {3} COURSES AND DISTANCES; 1) S 06°52'26" W 40.99 FEET TO A SET #5 REBAR, 2} S 04°59'56" W 271.53 FEET TO A SET #5 REBAR, 3} S 01 °07'34" W 109.71 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ROGER DEAN JORDAN AND DONNA LYNN JORDAN AS RECORDED IN BOOK 28933 PAGE470 AND BEING LOT 6 MAP BOOK 51 PAGE 585 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ROGER DEAN JORDAN AND DONNA LYNN JORDAN N 88°27'16" W 198.28 FEET TO A FOUND 1.25' PIPE A COMMON CORNER WITH S.R. MOZELY PROPERTY, LLC AS RECORDED IN BOOK 31084 PAGE 111 AND BEING LOT 2 OF MAP BOOK 51 PAGE 585 OF TI-JE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF S.R. MOZELEY PROPERTY, LLC THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1} N 88°27'16" W 102.91 FEET TO A FOUND #3 REBAR, 2) N 03°50'44" E 554.48 FEET TO A SET

#5 REBAR, 3} N 12°43'17" W 74.21 FEET TO A SET #5 REBAR, 4) S 77°29'09" W 112.18 FEET TO A SET #5 REBAR A COMMON CORNER WITH STEVEN RAY MOZELEY AS RECORDED IN BOOK 31450 PAGE 375 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF STEVEN RAY MOZELEY THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 12°18'40" W 294.42 FEET TO A FOUND #5 REBAR, 2} S 72°53'25" W 587.95 FEET TO A FOUND #3 REBAR, 3} S 46°23'46" W 285.51 FEET TO A FOUND #3 REBAR, 4) S 46°22'12" W 134.86 FEET TO A FOUND STONE A COMMON CORNER WITH ROBERT BARRY GAETANO AND JAMES ELLIOT GAETANO AS RECORDED IN BOOK 1423 PAGE 292 AND MAP BOOK 30 PAGE 917 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ROBERT BARRY GAETANO AND JAMES ELLIOT GAETANO S 46°18'03" W 188.55 FEET TO A FOUND ¾" PIPE A COMMON CORNER WITH ROBERT B. GAETANO AND JANE B. GAETANO AS RECORDED IN BOOK 3275 PAGE 81 AND BOOK 6552 PAGE 887 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ROBERT B. GAETANO AND JANE B. GAETANO S 46°18'03" W, PASSING A FOUND 1.25" PIPE AT 11.99 FEET, A TOTAL DISTANCE OF 431.99 FEET TO THE POINT OF BEGINNING CONTAINING 81.039 ACRES MORE OR LESS.

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

CERTIFICATION

I, Billie Tynes, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24th day of April 2023, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 54, Page(s) 020-023.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24th day of April 2023.



Billie Tynes, Deputy City Clerk