

**Meeting Minutes  
May 2, 2023**

**MINUTES OF MECKLENBURG COUNTY, NORTH CAROLINA  
BOARD OF COUNTY COMMISSIONERS**

The Board of Commissioners of Mecklenburg County, North Carolina, met in Informal Session in the Meeting Chamber Conference Room CH-14 of the Charlotte-Mecklenburg Government Center located at 600 East Fourth Street, Charlotte, North Carolina at 5:00 p.m. and in Formal Session in the Meeting Chamber of the Charlotte-Mecklenburg Government Center at 6:00 p.m. on Tuesday, May 2, 2023.

**ATTENDANCE**

**Present:** Chair George Dunlap, Vice Chair Elaine Powell  
and Commissioners Leigh Altman,  
Patricia “Pat” Cotham, Arthur Griffin,  
Mark Jerrell, Vilma D. Leake, Laura J Meier,  
and Susan Rodriguez-McDowell  
County Manager Dena R. Diorio  
County Attorney Tyrone C. Wade  
Clerk to the Board Kristine M. Smith  
Deputy Clerk to the Board Arlissa Eason

**Absent:** None

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**-INFORMAL SESSION-**

**CALL TO ORDER**

*The meeting was called to order by Chair Dunlap, after which the matters below were addressed.*

**REMOVAL OF ITEMS FROM CONSENT**

The Board identified item(s) to be removed from Consent and voted upon separately. The items identified were Items:

- 23-0208** Commissioner Leake
- 23-0227** Commissioner Leake

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- 23-0239** Commissioner Jerrell
- 23-0240** Commissioners Leake, and Jerrell
- 23-0242** Commissioner Leake
- 23-0244** Commissioner Leake
- 23-0245** Commissioner Leake
- 23-0246** Commissioner Jerrell
- 23-0250** Commissioner Jerrell
- 23-0255** Commissioner Leake
- 23-0256** Commissioner Leake
- 23-0262** Commissioners Powell, Leake, and Jerrell
- 23-0269** Commissioner Leake

### **STAFF BRIEFINGS - None**

### **CLOSED SESSION – None**

During Open Session, County Manager Diorio discussed the retirees' issue. She stated she needed to go back and look at each individually to see when they retired, and what they were entitled to under the policy that existed at the time. She said she would report back to the BOCC and give a recommendation.

County Manager Diorio said there were 396 people affected.

The Commissioners asked questions to which County Manager Diorio answered.

During Open Session the Board voted unanimously to move 23-0208 Foster Care Awareness Month Proclamation and 23-0242 Older Americans Month to Awards/Recognition.

***The Board then proceeded to the Meeting Chamber for the remainder of the meeting.***

### **-FORMAL SESSION-**

#### **CALL TO ORDER**

*Chair Dunlap called this portion of the meeting to order, which was followed by introductions, invocation by Commissioner Jerrell, followed by the Pledge of Allegiance to the Flag; after which, the matters below were addressed.*

Motion was made by Commissioner Cotham, seconded by Commissioner Meier, and unanimously carried (9-0) to authorize splitting the Manager's Report so that the manager may make a statement at the beginning of the meeting.

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County Manager Diorio said she had discussions with Board members regarding a recent decision to bring the practice of paying benefits into compliance with the policy. She said a letter was sent to County retirees concerning a dependent health benefit that some were receiving which the policy did not authorize. She said this led to numerous emails sent to her and the Board regarding that decision. She said she let them know that they would go back and take a closer look at some of the concerns that had been expressed and report back to the Board with a recommendation in the future. She said she intended to be sure that any actions that were taken were not only consistent with County policy but were also correct. She said having additional time would allow that to happen. She said there would be no further action taken at this time to cease the benefit but was not committing that the County would continue to pay benefits that were not otherwise authorized by County policy. She reiterated that they would do the due diligence and report back at a later date.

Chair George Dunlap clarified the County Manager's statement. He assured everyone that existing policies would remain unchanged and at some point, the County Manager would review these policies and individuals would be contacted personally as to whether or not they were eligible to continue the benefit they were receiving.

### **AWARDS/RECOGNITION**

#### **23-0281      PROCLAMATION - CLERKS TO THE BOARDS OF COUNTY COMMISSIONERS' WEEK 2023 (DUNLAP)**

George Dunlap, Chair read the presentation.

Motion was made by Commissioner Altman, seconded by Commissioner Leake, and unanimously carried to adopt a Proclamation claiming April 30 through May 6, 2023 as Clerks to the Boards of County Commissioners' Week.

*Background: The clerk plays a vital role in county government and provides the written record needed to ensure that the board is accountable to the county's citizens and to other public and private officials. As local government becomes larger and more complicated, the clerk's role as a professional, dispassionate provider of information to citizens, government officials, and the media becomes more and more important.*

## Mecklenburg County North Carolina Proclamation

**WHEREAS**, it is imperative to the democratic process that a well-informed citizenry participates in the operation of their local government; and

**WHEREAS**, the office of the Clerk to the Board provides the communication link between the citizens, the local governing body and administrative departments, and local government partners; and

**WHEREAS**, the position of clerk is one of the oldest in local government, dating at least to biblical times, and whose term has long been associated with the written word; so, it is that modern-day clerks are official recordkeepers for their counties; and

**WHEREAS**, North Carolina law requires every board of county commissioners to appoint a clerk and the clerk continues in that position "at the pleasure of the board"; and

**WHEREAS**, the clerk's most significant statutory duties concern the preparation, filing and safeguarding of local government records, but the statutory duties constitute only a portion of what the clerk actually does; and

**WHEREAS**, the clerk plays a vital role in county government and provides the written record needed to ensure that the board is accountable to the county's citizens and to other public and private officials; and

**WHEREAS**, the clerk is sometimes described as "the hub of the wheel" in local government because of the central work that the clerk plays in the government's communication network; and

**WHEREAS**, as local government becomes larger and more complicated, the clerk's role as a professional, dispassionate provider of information to citizens, government officials, and the media becomes more and more important; and

**WHEREAS**, Clerks have the opportunity to participate in the North Carolina Association of County Clerks, a very active professional association of public officials dedicated to improving the professional competency of clerks through regular regional and statewide educational opportunities; and

**WHEREAS**, in cooperation with the University of North Carolina at Chapel Hill School of Government and International Institute of Municipal Clerks (IIMC), the North Carolina Association of County Clerks helps to sponsor a nationally recognized, examination-based certification program that culminates in receipt of the designation of Certified Municipal Clerk; and

**WHEREAS**, in addition, the North Carolina Association of County Clerks and the School of Government sponsor state certification programs leading to the designation of North Carolina Certified County Clerk, as well as opportunities for experienced clerks to obtain the continuing professional education needed to remain state-certified or to earn an advanced Master Clerk designation; and

**WHEREAS**, in addition to conducting education programs, the North Carolina Association of County Clerks also directly assists clerks on the job with mentoring programs to provide guidance to assist clerks in their day-to-day work; and

**WHEREAS**, clerks, upon their own initiative, participate in these certification and education programs, including annual meetings of the North Carolina Association of County Clerks and the International Institute of Municipal Clerks, which not only improve the operation of their office, but through their achievements and awards bring favorable publicity to the counties in which they serve; and

**WHEREAS**, clerks are involved at the state level, and in potential legislative and other matters of interest; and

**WHEREAS**, although clerks work for the boards of county commissioners, they truly provide public service;

**NOW, THEREFORE**, the Mecklenburg Board of County Commissioners does hereby recognize the week of April 30 through May 6, 2023, as Clerks to the Boards of County Commissioners' Week, and extends our appreciation to our Clerk to the Board and to our Deputy Clerk to the Board, and to all County Clerks for the vital services they perform and their exemplary dedication to the county they represent.

Adopted this 2<sup>nd</sup> day of May 2023.

  
George Dunlap, Chair  
Mecklenburg Board of County Commissioners



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**23-0208**

**PROCLAMATION - FOSTER CARE AWARENESS MONTH**

Commissioner Leake read the proclamation.

Motion was made by Commissioner Altman, seconded by Commissioner Jerrell, and unanimously carried (9-0) to adopt a Proclamation designating May 2023 as “Foster Care Awareness” Month in Mecklenburg County.

*Background: In conjunction with National observance of May as Foster Care Awareness Month, issue a proclamation to that effect in Mecklenburg County.*

# Mecklenburg County North Carolina Proclamation

**WHEREAS**, the family, serving as the primary source of love, identity, self-esteem, and support, is the very foundation of our communities and our State; and

**WHEREAS**, in Mecklenburg County, there are children and youth in foster care who are provided with a safe, secure, and stable home along with the compassion and nurturing of a foster family; and

**WHEREAS**, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives; and

**WHEREAS**, foster, kinship and adoptive families, who open their home and hearts and support children whose families are in crisis, play a vital role in shared parenting, helping children and families heal and reconnect thereby launching young people into successful adulthood; and

**WHEREAS**, the emotional pain and trauma suffered by children who are abused and neglected often troubles them throughout their lives; and

**WHEREAS**, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster care families; and

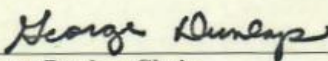
**WHEREAS**, there are numerous individuals and public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents, and the foster care "system" is only as good as those who choose to be a part of it:

**NOW, THEREFORE, BE IT RESOLVED** that the Mecklenburg Board of County Commissioners does hereby proclaim May 2023 as

## "FOSTER CARE AWARENESS MONTH"

in Mecklenburg County and urges all citizens to take the time to celebrate and thank those who work with our children and youth. It is also a time to focus on the foster children who wait in foster homes for permanency adoptive families, as well as those children who are turning 18 and aging out of the foster care "system."

This 2nd day of May 2023

  
George Dunlap, Chair  
Mecklenburg Board of County Commissioners



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**23-0242 PROCLAMATION - OLDER AMERICANS MONTH**

Commissioner Leake read the proclamation.

Motion was made by Commissioner Altman, seconded by Commissioner Leake, and unanimously carried (9-0) to adopt a proclamation declaring May 2023 as "Older Americans Month" in Mecklenburg County.

Jim Pendergraph, former Mecklenburg County Sheriff and County Commissioner received the proclamation.

*Background: Mecklenburg County includes a growing number of more than 150,000 residents aged 60 and older who make countless contributions to our community every day and recognize May 2023 as "Older Americans Month" in Mecklenburg County.*



# Mecklenburg County North Carolina Proclamation

**WHEREAS**, Mecklenburg County includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

**WHEREAS**, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

**WHEREAS**, the Services for Adults Division, within the Department of Social Services, recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

**WHEREAS**, Mecklenburg County can work to build an even better community for our older residents by:

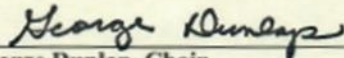
- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries,
- Embracing our community's diversity, and
- Bridging the gaps in service by providing culturally sensitive resources to seniors.

**NOW, THEREFORE, BE IT RESOLVED**, Mecklenburg County does hereby proclaim May 2023 to be

## **"OLDER AMERICANS MONTH"**

We urge every resident to celebrate our older citizens, help to create an inclusive society and accept the challenge of flexible thinking around aging.

This 2nd day of May 2023



George Dunlap, Chair  
Mecklenburg Board of County Commissioners





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**PUBLIC ART MOMENT – N/A**

**23-0265      PUBLIC APPEARANCE**

The following persons appeared to speak during the Public Appearance portion of the agenda:

1. Jim Pendergraph – Retiree Benefits
2. Jerry Pinkard - Retiree Benefits
3. Ashley Wiley – CMS Oversight

**APPOINTMENTS**

**23-0243      APPOINTMENTS- ALCOHOLIC BEVERAGE CONTROL BOARD**

Appointments were needed on the Alcoholic Beverage Control Board to fill one (1) unexpired term expiring June 30th, 2023, and one (1) three-year term expiring June 30, 2026, beginning July 1, 2023.

*Background: On April 24, 2023, the Board of County Commissioners nominated the following Candidates for appointment consideration to the Alcoholic Beverage Control Board: Constance Green-Johnson, Carolyn Millen, Jerry "Jay" Neal, Nicholas Peach, Dr. Wilhelmenia Rembert, and Samuel "Sam" Spencer IV.*

*Per Board policy, the Ad-Hoc Interview Committee interviewed all six (6) nominees on Monday, April 24, 2023.*

*The Ad-Hoc Interview Committee was compromised of the following Commissioners: Arthur Griffin (Chair), Leigh Altman, Pat Cotham, and Mark Jerrell.*

Motion was made by Commissioner Griffin, seconded by Commissioner Powell and unanimously carried (8-1) with Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, Meier, Powell, and Rodriguez-McDowell, voting yes, and Commissioner Leake voting no to appoint, to the Alcoholic Beverage Control Board Dr. Wilhelmenia Rembert to fill one (1) unexpired term expiring June 30th, 2023, and Mr. Jay Neal, to fill one (1) three-year term beginning July 1, 2023 and expiring June 30, 2026.

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**23-0263 APPOINTMENTS- WASTE MANAGEMENT ADVISORY BOARD**

Appointment was needed for the Waste Management Advisory Board to fill one (1) unexpired term expiring March 31, 2025.

Motion was made by Commissioner Powell, seconded by Commissioner Rodriguez-McDowell, and unanimously carried (9-0) appoint Michael Jacome, to the Waste Management Advisory Board to fill one (1) unexpired term expiring March 31, 2025.

Reappointment was needed on the Waste Management Advisory Board for one (1) three-year term expiring April 30, 2026.

Motion was made by Commissioner Powell, seconded by Commissioner Rodriguez-McDowell, and unanimously carried (9-0) to re-appoint Jeremy O'Brien, to the Waste Management Advisory Board for one (1) three-year term expiring April 30, 2026.

Approval was needed to extend second terms of the following members as requested by the Waste Management Advisory Board:

- Martin Doss, (extension voted on and recommended by City Council) - (Term expired February 28, 2023) extend term to expire May 2024.
- Henry Antshel - (Term expired April 30, 2023) extend term to expire June 2024.
- Jo Nencetti, Vice-Chair - (Term expired April 30, 2023) extend term to expire September 2024.
- Chris Brown, Chair - (Term expired April 30, 2023) extend term to expire December 2024.

County Attorney Wade said the Chair could entertain a motion to postpone this third item until the June 6 meeting postponing item three to the June meeting, allowing applicants that reapply or apply during that period plus that one that were recommended would come back before the Board at that time which would be beyond the 30 days.

Motion was made by Commissioner Leake, seconded by Commissioner Cotham, and unanimously carried (9-0) to postpone the third item until the first meeting in June.

**23-0275 APPOINTMENTS- CHARLOTTE-MECKLENBURG COMMUNITY RELATIONS COMMITTEE**

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Nominations/Appointments were needed for the Charlotte-Mecklenburg Community Relations Committee to fill ten (10) unexpired terms.

*Background: Appointments are needed on the above said board. Several members of the board resigned or were terminated due to attendance including Safiyyah Baldwin, Jeronica Cain, George Dortche, Morgan Hinton, Laura Leftwich, Luis Lobo, Adrienne Martinez, Erinn Rochelle, Sam Smith Jr., and Yvette Townsend-Ingram.*

*CRC Membership: 45 members (21 appointments by the County Commissioners, 8 appointments by the City of Charlotte Mayor, and 16 appointments by the Charlotte City Council)*

*CRC's diverse membership is divided into six subcommittees: Programs, Communications, Education/Young Leaders, Police-Community Relations, and Intercultural Relations. The subcommittee chairs along with the CRC chairperson and vice-chairperson, form the CRC Leadership Committee. Recommendations for action or advocacy are made by subcommittee chairs through their participation in the CRC Leadership Committee.*

The following were nominated:

Commissioner Meier nominated Daniel Barden, Cheryl Tuning, and Matthew Jannazzo.

Commissioner Leake nominated Verity Howard, John Hanline, and Sir Lawrence Lee-Conley.

Commissioner Altman nominated Daniel Aguilar, Niema Alimohammadi, Dr. Shanita Carter, Nina Hoyte, Mia Hunter, Cheryl Ivery, and Dr Emmanuel Meggett.

Commissioner Jerrell nominated Edward Settle, Darren Smith, and Rhonda Taylor.

Chair George Dunlap himself nominated Xavier Boyce and Janice Woods.

Commissioner Susan Rodriguez-McDowell nominated Chrystine Tillery and Margo Young.

In total, 20 nominees were put forward, and at the next meeting, ten individuals would be selected from this list for the Community Relations Committee.

**PUBLIC HEARINGS - NONE**

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**ADVISORY COMMITTEE REPORTS - NONE**

**MANAGER'S REPORT**

**23-0271 FUNDING OPTION FOR THE VOLUNTEER FIRE DEPARTMENTS (VFD) FOR FY24**

The Board received information regarding funding option and potential tax rate for the Volunteer Fire Departments (VFD) in the Charlotte Extra Territorial Jurisdiction (ETJ).

Ebenezer S. Gujjarlapudi, Director of Land Use and Environmental Services Agency (LUESA) made the presentation.

*Background: Since 2012, several volunteer fire departments in the extra territorial jurisdictions of the City of Charlotte and the towns have been funded through a fire service district tax.*

*In 2013, Mecklenburg County levied a Fire Protection Service District (FPSD) tax to pay for fire services in the towns and unincorporated area. A total of five service districts were created to service the extraterritorial jurisdictions (ETJs) left in the County. The ETJs include geography outside the four towns (Cornelius, Davidson, Huntersville, and Mint Hill) and the City of Charlotte. These districts were created to fund the cost of providing fire protection services to all residents in the service district, with the cost burden carried by all service district property owners, through the fire protection service district.*

*This briefing provides the Board of County Commissioners with the requests received from the VFDs in the Charlotte ETJ and a recommended option with a corresponding tax rate.*

*Feedback received by the staff would inform the proposed tax rate that will be included in the County Manager budget proposal to the BOCC.*

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# **FY24 Service Delivery Options for Volunteer Fire Districts (VFD)**

**BOCC Briefing - May 2, 2023**



## Presentation Outline

- Funding history of VFDs
- Historical Tax Rates & Revenue Neutral Estimate
- VFD FY23 Funding
- VFD Requests for FY24
- Recommended Funding Option



## VFD Funding History

- **Pre-FY2012 – Each VFD granted \$80k**
- FY2012-13 – Fire Protection Service Districts (FPSD) established, and tax rates introduced
- FY2013-18 – Standardized contracts based on requests and service areas
- FY2020– Contract amounts adjusted to increase hourly rate from \$13 to \$15 per hour and \$50k per station capital funding
- FY2022 – Increased capital to \$85k per station, funding for 3FF per station and capital funding for Steele Creek Station 3
- **FY2023 - Standardized at \$956,960 per station – funding for 4FF per station**
- **FY2023 - Standardized at \$17/hr for 3FF and Chief at \$20/hr**



## Historical and Potential Tax Rates

ETJ	FY16	FY17	FY18-19	FY20	FY21	FY22	FY23
<b>Charlotte</b>	<b>6¢</b>	<b>7¢</b>	<b>8¢</b>	<b>6.67¢</b>	<b>7.5¢</b>	<b>8.0¢</b>	<b>10.15¢</b>
Cornelius	5¢	5.7¢	5.7¢	3.62¢	6.12¢	6.12¢	6.12¢
Davidson	6¢	5.5¢	8.5¢	6.50¢	8.90¢	8.90¢	8.90¢
Huntersville	5¢	5¢	5¢	4.10¢	4.56¢	5.80¢	6.63¢
Mint Hill	7¢	8¢	8¢	7¢	7¢	7.50¢	7.50¢



## Tax Values & Revenue Estimates – FY24

FPSD	FY 2024 Estimated Value	Revenue Neutral FY24 Tax Rate	Collection Rate	2024 Estimate Revenue
<b>Charlotte</b>	<b>\$13,895,492,106</b>	<b>6.94</b>	<b>98%</b>	<b>\$9,643,741</b>
Cornelius	\$74,356,258	TBD	98%	TBD
Davidson	\$465,288,256	TBD	98%	TBD
Huntersville	\$2,511,794,175	TBD	98%	TBD
Mint Hill	\$891,127,735	TBD	98%	TBD



*Note: Estimated value includes Real Estate and Personal Property such as cars etc.*

## Tax Values & Revenue Estimates

**Charlotte ETJ Tax Value = \$ 13,895,492,106**

**1 cent = \$ 1,361,758**




## Charlotte District VFDs

- Carolina Volunteer Fire Department – 1 Station
- Cooks Volunteer Fire Department – 1 Station
- Charlotte Rural (City of Charlotte)
- Huntersville Volunteer Fire Department
- Long Creek Volunteer Fire Department – 1 Station
- Robinson Volunteer Fire Department – 1 Station
- Steele Creek Volunteer Fire Department – **3 Stations**
- West Mecklenburg Volunteer Fire Department – 2 Units



## Charlotte District FY23 Funding - Standardized


VFD	Contracted Amounts	Difference from FY22
Carolina VFD	\$ 956,960	\$106,424
Charlotte Rural	\$ 750,000	\$50,000
Cook's VFD	\$ 956,960	\$153,400
Huntersville FD	\$ 250,000	\$25,000
Long Creek VFD	\$ 956,960	\$217,029
Robinson VFD	\$ 956,960	\$207,837
Steel Creek 1&2 VFD	\$ 2,813,920	\$763,279
West Mecklenburg VFD	\$ 1,363,920	\$40,510
<b>Total</b>	<b>\$ 9,005,680</b>	<b>\$2,063,479</b>
<b>Associated Tax Rate</b>	<b>10.15</b>	



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## Charlotte District FY24 Requests – Salaries, Operational & Capital


Departments	FY24 Operational Budget Request	FY24 Capital Request	Total FY24 Request	FY23 Allocation	Difference
Huntersville & Rural	\$1,100,000	\$0	\$1,100,000	\$1,000,000	\$100,000
Cooks	\$1,326,550	\$85,000	\$1,411,550	\$956,960	\$454,590
Robinson	\$1,041,000	\$85,000	\$1,126,000	\$956,960	\$169,040
Steele Creek	\$3,656,682	\$691,850	\$4,348,532	\$2,813,920	\$1,534,612
Carolina	\$725,070	\$85,000	\$810,070	\$956,960	\$(146,890)
West Meck	\$1,372,000	\$170,000	\$1,542,000	\$1,363,920	\$178,080
Long Creek	\$ 1,252,764	\$85,000	\$1,337,764	\$956,960	\$380,804
<b>Total</b>	<b>\$10,474,066</b>	<b>\$1,201,850</b>	<b>\$ 11,675,916</b>	<b>\$9,005,680</b>	<b>\$2,670,236</b>



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## Tax Rate Comparison

ETJ	FY15	FY16	FY17	FY18-19	FY20	FY21	FY22	FY23	FY24
Charlotte	6¢	6¢	7¢	8¢	6.67¢	7.5¢	8.0¢	10.15¢	8.57¢*
Cornelius	5¢	5¢	5.7¢	5.7¢	3.62¢	6.12¢	6.12¢	6.12¢	TBD
Davidson	6¢	6¢	5.5¢	8.5¢	6.50¢	8.90¢	8.90¢	8.90¢	TBD
Huntersville	5¢	5¢	5¢	5¢	4.10¢	4.56¢	5.80¢	6.63¢	TBD
Mint Hill	7¢	7¢	8¢	8¢	7¢	7¢	7.50¢	7.50¢	TBD


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\*Note: Based on FY24 values. 13.16¢ based on FY23 values
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# Recommended Option


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## Proposed Enhancements for FY24

- Required in-station four person staffing
- \$15k increase in Capital – increase from \$85k to \$100k
- Increase in Operating including MEDIC supplement
- Hourly rate increase from \$17/hr to \$20/hr for 3 FF
- Hourly rate increase for Chief from \$20/hr to \$24/hr



## Charlotte District FY24 Funding Proposal

Fire Department	Proposed FY24	Capital Allowance	Total Allocation	FY23	Change from FY23 to FY24
Huntersville & Rural	\$ 1,100,000		\$ 1,100,000	\$ 1,000,000	\$ 100,000
Cooks	\$ 1,050,840	\$ 100,000	\$ 1,150,840	\$ 956,960	\$ 193,880
Robinson	\$ 1,050,840	\$ 100,000	\$ 1,150,840	\$ 956,960	\$ 193,880
Steele Creek	\$ 3,746,682	\$ 691,850	\$ 4,438,532	\$ 2,813,920	\$ 1,624,612
Carolina	\$ 1,050,840	\$ 100,000	\$ 1,150,840	\$ 956,960	\$ 193,880
West Meck	\$ 1,550,000	\$ 150,000	\$ 1,700,000	\$ 1,363,920	\$ 336,080
Long Creek	\$ 1,050,840	\$ 100,000	\$ 1,150,840	\$ 956,960	\$ 193,880
<b>Total</b>	<b>\$ 10,450,042</b>	<b>\$ 1,241,850</b>	<b>\$ 11,841,892</b>	<b>\$ 9,005,680</b>	<b>\$ 2,836,212</b>



## MEDIC Supplement Requests

### Operating Only – No Staffing

Fire Department	FY23	FY24 Request	% Change	FY22 Calls	Cost per call
Cooks	\$24,464	\$14,595	-40.3%	562	\$26
Robinson	\$23,276	\$23,276	0%	507	\$46
Steele Creek	\$37,396	\$46,249	23.7%	1,161	\$40
Carolina	\$17,490	\$27,422	56.8%	239	\$115
West Meck	\$40,786	\$67,142	64.6%	1,318	\$51
Long Creek	\$24,429	\$49,349	67.7%	792	\$62
<b>Total</b>	<b>\$167,841</b>	<b>\$228,033</b>		<b>4579</b>	<b>\$57 (avg)</b>



## Charlotte District

### FY24 Funding Proposal

Fire Department	Total Allocation	FY23	Change from FY23 to FY24	MEDIC Request
Huntersville & Rural	\$ 1,100,000	\$ 1,000,000	\$ 100,000	N/A
Cooks	\$ 1,150,840	\$956,960	\$ 193,880	\$14,595
Robinson	\$ 1,150,840	\$ 956,960	\$ 193,880	\$23,276
Steele Creek	\$ 4,438,532	\$ 2,813,920	\$ 1,624,612	\$46,249
Carolina	\$ 1,150,840	\$ 956,960	\$ 193,880	\$27,422
West Meck	\$ 1,700,000	\$ 1,363,920	\$ 336,080	\$67,142
Long Creek	\$ 1,150,840	\$ 956,960	\$ 193,880	\$49,349
<b>Total</b>	<b>\$ 11,841,892</b>	<b>\$ 9,005,680</b>	<b>\$ 2,836,212</b>	<b>\$228,033</b>



### Summary of Changes

FY23 Allocation	FY24 Recommendation (Increase)	Change
\$ 956,960	\$ 1,150,840	\$ 193,880

	\$ 78,840	\$17/hr to \$20/hr
	\$ 35,040	Chief (\$20/hr to \$24/hr)
	\$ 15,000	Increase in Capital
<b>Sub-Total</b>	<b>\$ 128,880</b>	

<b>Remaining Increase</b>	<b>\$ 65,000</b>	<b>Includes MEDIC Supplement and other increases</b>
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### Proposed Tax Rate

ETJ	FY15	FY16	FY17	FY18-19	FY20	FY21	FY22	FY23	FY24
<b>Charlotte</b>	6¢	6¢	7¢	8¢	6.67¢	7.5¢	8.0¢	10.15¢	<b>8.70¢*</b>
Cornelius	5¢	5¢	5.7¢	5.7¢	3.62¢	6.12¢	6.12¢	6.12¢	TBD
Davidson	6¢	6¢	5.5¢	8.5¢	6.50¢	8.90¢	8.90¢	8.90¢	TBD
Huntersville	5¢	5¢	5¢	5¢	4.10¢	4.56¢	5.80¢	6.63¢	TBD
Mint Hill	7¢	7¢	8¢	8¢	7¢	7¢	7.50¢	7.50¢	TBD



## Summary

- Required in-station four person staffing
- \$15k increase in Capital – increase from \$85k to \$100k
- Increase in Operating Allocation to include MEDIC supplement
- Hourly rate increase from \$17/hr to \$20/hr for 3 FF
- Hourly rate increase for Chief from \$20/hr to \$24/hr
- Proposed Tax Rate of **8.70¢** (increase of 1.76 cents) over revenue neutral rate of **6.94¢**.



## Questions?



## Meeting Minutes

May 2, 2023

### Comments

Commissioner Griffin asked about the forecast model used to plan for fire protection in growing areas. *Director Gujjarlapudi explained that they constantly evaluate growth and potential service needs and that the model takes both forward-looking and retrospective factors into account.*

Commissioner Griffin asked about coordination between different fire stations, especially in areas like Steele Creek. *Director Gujjarlapudi explained that there were mutual aid agreements between stations. He said the City's station is located in the ETJ. He said sometimes they went to different calls depending on who gets the call and who responded first. He said the fire departments work it out because it was a single dispatch for all of them.*

Commissioner Griffin said they really needed to expand services to areas in the County in terms of law enforcement and fire service.

Chair Dunlap said a City resident pays for that as a part of their tax, but since the County provided that, they would get a separate bill for their unincorporated police and fire protection.

Commissioner Powell asked about the decision to absorb the cost of Medic-related calls. *Director Gujjarlapudi explained the costs related to the calls and how the County decided to increase the operating costs in the budget to eliminate double dipping.*

Chair Dunlap raised questions about auditing stations with inadequate staffing and whether compensation aligned with the actual staff present. *Director Gujjarlapudi said yes that there was a holdback for the number of hours that somebody could not staff, up to four people.*

Chair Dunlap inquired about the fire stations' ability to accumulate a fund balance and whether there was any consideration for lowering the rate paid to fire districts. *Director Gujjarlapudi explained that fire departments could accumulate a fund balance to manage large capital expenses and maintain stability in tax rates.*

Chair Dunlap questioned whether the dispatch model for unincorporated areas was aligned with changes in Medic dispatch. *County Manager Diorio explained that the response configurations changed county-wide, including the ETJ, and that the same response rules apply to all areas.*

### **23-0277      LAW ENFORCEMENT SERVICE DISTRICTS UPDATE**

The Board received an update on the Law Enforcement Service Districts (LESs) in Mecklenburg County.

Adrian Cox, Budget Director made the presentation.



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*Background: A LESD is a defined area of the County where a special service tax is levied to provide law enforcement services to the unincorporated areas of the County. In FY2019, the County entered into three separate, five-year service agreements with the City of Charlotte, Huntersville, and Cornelius to provide law enforcement services. A new agreement for service to the Pineville ETJ was established earlier this year. The purpose of the update is to provide the Board with a summary of the proposed LESD service agreements that will begin in Fiscal Year 2024 and the required tax rates to support the agreements.*



**Law Enforcement  
Service Districts**

Board of County  
Commissioners Update  
5.02.23

1

## Overview

1. LESD Background
2. Recommended Agreements for FY2024 – FY2027
3. Potential Tax Rates
4. Next Steps

2

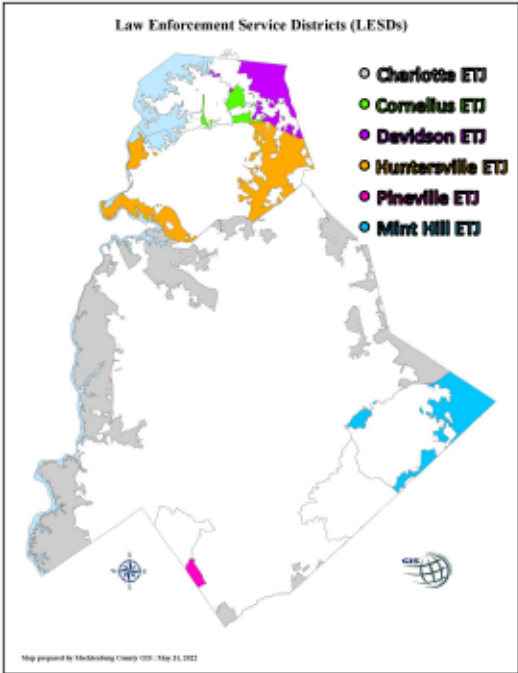
## What is a Law Enforcement Service District (LESD)?

- The BOCC can create a service district in order to finance, provide, or maintain for public services within the district, including for law enforcement services. An LESD is a specific defined area where a law enforcement service tax can be levied to provide law enforcement services to the defined service district.
- Ensures that residents in the incorporated areas of the County are not taxed twice for law enforcement (i.e., By their City or Town, & the County).
- Service is provided to the LESDs by the County through service agreements for law enforcement.
- Current agreements expire on July 1, 2023

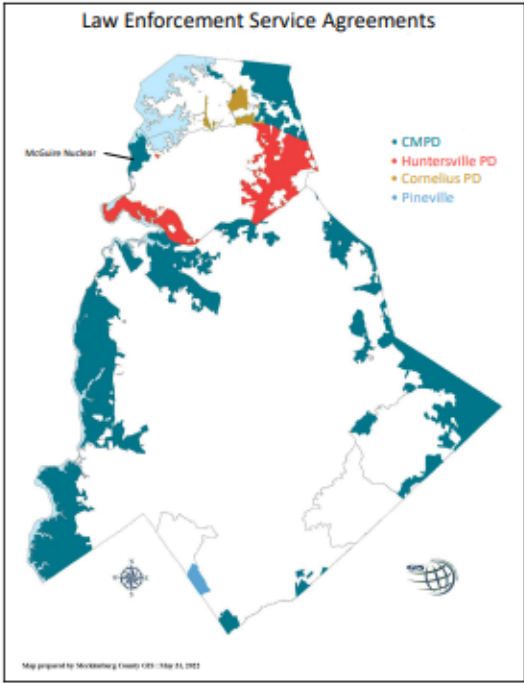
3

Meeting Minutes  
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Six  
 Law  
 Enforcement  
 Service Districts



4



Four Service Agreements

- CMPD Service Contract
  - Charlotte ETJ
  - Davidson ETJ
  - Mint Hill ETJ
  - McGuire Nuclear
- Huntersville PD:
  - Huntersville ETJ (excluding McGuire Nuclear Plant)
- Cornelius PD:
  - Cornelius ETJ & Lake Patrol
- Pineville PD:
  - Pineville ETJ

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## Proposed Agreements

	FY2023	Initial Request	Recommended
CMPD (excluding Pineville)	\$17,008,815	\$19,497,842	\$18,225,087
Cornelius	569,426	875,507	657,293
Huntersville	1,400,000	1,645,000	1,400,000
Pineville (part of CMPD for FY2023)	752,739	848,142	848,142
<b>Total</b>	<b>\$19,730,980</b>	<b>\$ 22,866,491</b>	<b>\$21,130,522</b>

**Proposed Agreements Include:**

- Four-year terms concluding at the end of FY2027
- Updates for Police Chiefs on any activities to address community violence
- Collection and reporting of police data by race/ethnicity, gender, and location where feasible
- Expanded capital maintenance by the County at the site used for Cornelius lake patrol
- Potential for all contracts to increase based on natural growth in property value in the ETJ beyond FY2024

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## Proposed Agreement Summary

• **Pineville**

- Approved on December 6<sup>th</sup>, 2022 based on service plan through for January 1, 2023 – June 30, 2027

**\$848,142**

• **Charlotte**

- Total tax-funded cost per service hour using the same rate for incorporated and ETJ
- Excluding Pineville
- Cost increase factor of 7.52%
- Annual increase for beyond FY2024 based on natural growth

**\$18,225,087**

• **Cornelius**

- Total tax-funded cost per service hour using the same rate for incorporated and ETJ
- Cost increase factor of 7.52%
- Annual increase beyond FY2024 based on natural growth
- Additional **\$460,000** from General Fund for Lake Patrol

**\$657,293**  
\$197,293 Law Enforcement  
\$460,000 Lake Patrol

• **Huntersville**

- Funded at current level, which is higher than the amount calculated using the cost-per service hour approach
- Annual increase beyond FY2024 based on natural growth applied to the cost-per service hour calculated value

**\$1,400,000**

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## FY2024 ETJ Cost Determination

	Charlotte	Huntersville	Pineville	Cornelius
Tax Funded Police Budget FY2023	\$326,374,273	\$15,002,935	\$6,451,669	\$8,232,407
ETJ Funding FY2023	\$17,761,544	\$1,400,000		\$109,426
<b>Total Tax Funded Police</b>	<b>\$344,135,817</b>	<b>\$16,402,935</b>		<b>\$8,341,833</b>
Town/City Service Hours FY2022	827,515	30,869	<i>Agreement based on 4-year plan to extend service to the ETJ</i>	10,804
ETJ Service Hours FY2022	44,878	1,881		243
<b>Total Police Service Hours</b>	<b>872,393</b>	<b>32,750</b>		<b>11,047</b>
<b>Combined Tax Funded Cost Per Service Hour</b>	<b>\$394</b>	<b>\$501</b>		<b>\$755</b>
ETJ Cost Service Hour Basis	\$17,703,176	\$942,104		\$183,495
Pineville Adjustment	(\$752,739)			
7.52% increase for FY2024	\$1,274,650	\$70,846		\$13,799
<b>Adjusted Cost Per Services Hour</b>	<b>\$18,225,087</b>	<b>\$1,012,951</b>		<b>\$197,293</b>
Cornelius Lake Patrol				\$460,000
<b>2024 Agreement</b>	<b>\$18,225,087</b>	<b>\$1,400,000</b>	<b>\$848,142</b>	<b>\$657,293</b>

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## LESD Tax Rates

LESD	FY2019	FY2020	FY2021	FY2022	FY2023	Revenue Neutral	FY2024 Rec.	Difference from Revenue Neutral
Charlotte	21.46	17.81	17.81	17.81	17.81	12.16	<b>11.70</b>	(0.46)
Davidson	21.46	14.32	14.32	14.32	14.32	10.58	<b>11.70</b>	1.12
Mint Hill	21.46	15.58	15.58	15.58	15.58	10.27	<b>11.70</b>	1.43
Huntersville <sup>1</sup>	21.46	15.84	15.84	15.84	15.84	14.06	<b>11.70</b>	(2.36)
Pineville	21.46	16.37	16.37	16.37	16.37	10.55	<b>11.85</b>	1.30
Cornelius <sup>2</sup>	21.46	13.32	22.90	22.90	22.90	16.95	<b>27.23</b>	10.28

1- Huntersville ETJ includes McGuire Nuclear Plant which is served by CMPD  
2- Cornelius LESD tax for the ETJ does not include lake patrol, which is funding through a general fund allocation

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## Estimated Tax Impact

### Estimated Impact of LESD Rate for the Median Residential Property

LESD	Number of Residential Parcels*	Median Residential FY2023	Median Residential FY2024	Average Residential Change	FY2023 LESD Tax	Revenue Neutral	FY2024 Rec. LESD Tax	Annual Change FY23 to FY24
Charlotte	19,256	\$239,800	\$388,550	61%	\$427	\$472	\$455	\$28
Davidson	483	412,000	641,700	64%	590	679	751	161
Mint Hill	2,491	160,900	278,800	73%	251	286	326	76
Huntersville	1,195	233,600	372,000	63%	370	523	435	65
Pineville	1,436	243,100	379,950	57%	398	401	450	52
Cornelius	63	330,500	612,500	87%	757	1,038	1,668	911

\* Residential Parcels excluding agricultural use parcels and small parcels valued less than 1,000

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## LESD and FPSD Combined

### Estimated Impact of the Combined LESD & FPSD Tax Rates

District	FY2023 Municipal Tax Rate	FY2023 Combined LESD & FPSD Rates	Impact on Median Residential					
			Combined LESD & FPSD Revenue Neutral Rates	Combined LESD & FPSD Rec. Rates	FY2023 Combined Tax	FY2024 Combined Revenue Neutral	FY2024 Combined Rec. Tax	Annual Change FY23 to FY24
Charlotte	<b>34.81</b>	27.96	19.10	20.47	\$670	\$742	\$795	\$124
Davidson	<b>32.50</b>	23.22	17.15	18.79	957	1,101	1,206	248
Mint Hill	<b>25.50</b>	23.08	15.21	17.71	371	424	494	122
Huntersville	<b>24.00</b>	22.47	19.94	18.24	525	742	679	153
Pineville	<b>33.00</b>	26.52	17.49	20.61	645	665	783	138
Cornelius	<b>23.20</b>	29.02	21.48	31.76	959	1,316	1,945	986

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## Next Steps

1. Interlocal agreements for Charlotte, Huntersville, and Cornelius must be approved by each jurisdiction
2. Rates for the service districts will be included in the Manager's Recommended Budget
3. Final interlocal agreements will be presented to the Board for approval



**Meeting Minutes  
May 2, 2023**

**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.

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**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

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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.

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- 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

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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.**



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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 1<sup>st</sup> 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.**

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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**



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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.

Draft

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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:

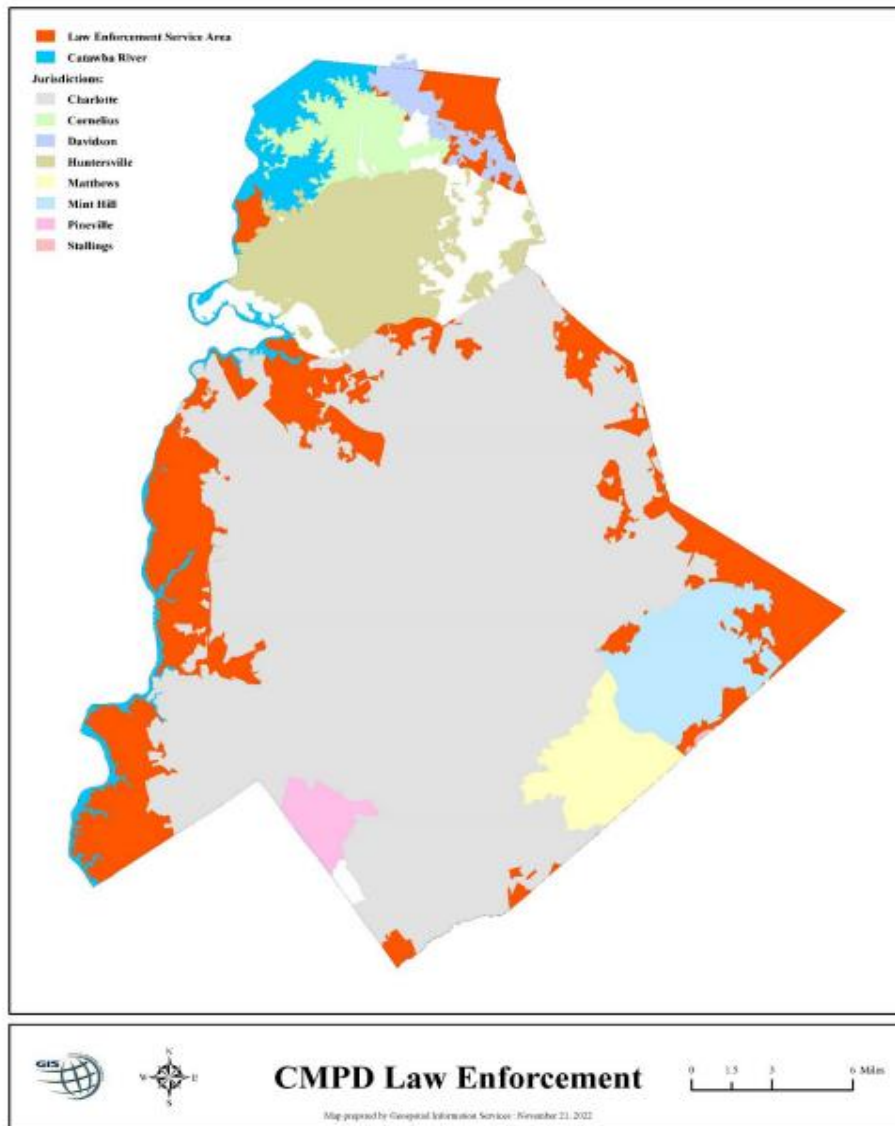
\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
County Finance Director

Draft

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.

**Meeting Minutes  
May 2, 2023**

**MECKLENBURG COUNTY  
BOARD OF COMMISSIONERS  
RESOLUTION APPROVING A LAW ENFORCEMENT SERVICES  
INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY  
AND THE TOWN OF HUNTERSVILLE**

This Law Enforcement Services Interlocal Agreement ("Agreement") between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF HUNTERSVILLE** (hereinafter the "Town") a municipal corporation organized under the laws of the State of North Carolina is effective as of the first day of July 1, 2023.

**WITNESSETH**

**WHEREAS**, in 1993 the City of Charlotte (hereinafter the "City") and Mecklenburg County (hereinafter the "County") entered into an agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("Original Consolidation Agreement") which resulted in the City Police Department and the County Police Department being consolidated on October 1, 1993 as a City department - the Charlotte-Mecklenburg Police Department - having law enforcement jurisdiction throughout the entire unincorporated area of the County; and

**WHEREAS**, effective July 1, 1996 the City and the County entered into the "Agreement Between the City of Charlotte and Mecklenburg County for the Continued Consolidation of the Charlotte and Mecklenburg County Police Departments" which was terminated effective June 30, 2018 by the Board of County Commissioners at its April 18, 2017 meeting; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town of Huntersville (hereinafter the "Town") and County entered into a five (5) year interlocal agreement entitled "Law Enforcement Services Interlocal Agreement Between Mecklenburg County and the Town of Huntersville", effective July 1, 2018, for the Town to provide law enforcement services by the Huntersville Police Department ("HPD") within a portion of the extraterritorial jurisdiction ("Modified ETJ") areas of the Town (hereinafter "2018 Agreement"); and

**WHEREAS**, the Town and County now desire to enter into a revised and restated police consolidation agreement, which replaces in its entirety the 2018 Agreement.

**NOW, THEREFORE**, in consideration of the stated premises and pursuant to the terms and conditions of this Agreement, the County and the Town agree as follows:



## Meeting Minutes May 2, 2023

### **1. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Huntersville Police Department ("HPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360, but excluding the Duke Energy McGuire Nuclear Plant and surrounding Duke Energy owned area, as shown in Attachment A ("Modified ETJ"), and the financial arrangement between the County and the Town with respect thereto.

### **2. Police Services**

- (a) The County is contracting with the Town to provide law enforcement services within the Town's Modified ETJ. The Modified ETJ as of the date of execution of this Agreement is shown in Attachment A. The Modified ETJ 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 Modified ETJ will be established by the Chief of Police of the HPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the HPD's mission to be responsive to those needs.
- (c) The HPD will police the Modified ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- (d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section nine (9).
- (e) The HPD shall submit to the County Manager and Board of County Commissioners written reports, at least on a quarterly basis, to include the following minimum data regarding the Huntersville Modified ETJ:
  - (i) The total number of citizen-generated and officer-initiated calls for service responded to by on-duty HPD officers in the Modified 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 Modified ETJ Areas, excluding secondary employment hours not funded with taxes, including citizen-generated and officer-initiated service hours



## Meeting Minutes May 2, 2023

- (iii) Number and type of officer-initiated activities across the Modified ETJ Areas.
- (iv) Response Times reporting to address Average Response Time Reduction Goals.
- (v) Traffic Related Incidents in the Modified ETJ Area including traffic stop and traffic accidents with separate count of fatalities and DWIs
- (vi) Special Operations Division Deployment in the Modified ETJ Areas.
- (vii) Description and number of Community Policing Initiatives, that occur in or in close proximity to the Modified ETJ Areas
- (viii) Description of non-sensitive special police initiatives, including traffic safety initiatives, that occurred in or in close proximity to the Modified ETJ Areas

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

(f) Law Enforcement services to be provided by the Town in the Modified ETJ Areas do not include animal control since the City of Charlotte is contractually obligated to provide animal control service for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.

(g) Once a year, the HPD 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 each Modified ETJ Area, including explanations for any apparent crime trends, and goals, strategies and tactics to address and reduce community violence in the ETJ

### **3. Personnel**

All personal involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. Neither the County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

### **4. Police Services Funding Formula**

- (a) The amount that the County shall pay the Town for police services is set forth

**Meeting Minutes  
May 2, 2023**

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 Town 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.

**5. Property**

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

**6. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

**7. Term of Agreement.**

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a four (4) year term beginning on July 1, 2023. Effective at the end of the second fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) or fourth (4th) fiscal year by either the Town 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 seventeen (17) months prior to the July 1 effective date of the termination.

**8. Termination of Agreement for Default.**

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

Failure of the Town 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 thereupon have the 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 to cure the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) daytime limit may be waived by the party giving notice. And

**Meeting Minutes  
May 2, 2023**

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 seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

**9. 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 County and Town 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.

**10. Amendments.**

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Huntersville Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

**11. General Provisions**

- (a) All terms among the parties concerning the subject matter are contained in this Agreement.
- (b) Waiver of a term does not affect the right of a party to terminate this Agreement.
- (c) The parties agree that they are not made agents of each other by this Agreement.
- (d) The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

**Meeting Minutes  
May 2, 2023**

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Huntersville Board of Commissioners.

**MECKLENBURG COUNTY**

\_\_\_\_\_  
County Manager

Approved as to form

\_\_\_\_\_  
County Attorney

**NO PREAUDIT REQUIRED**

\_\_\_\_\_  
County Director of Finance

**TOWN OF HUNTERSVILLE**

\_\_\_\_\_

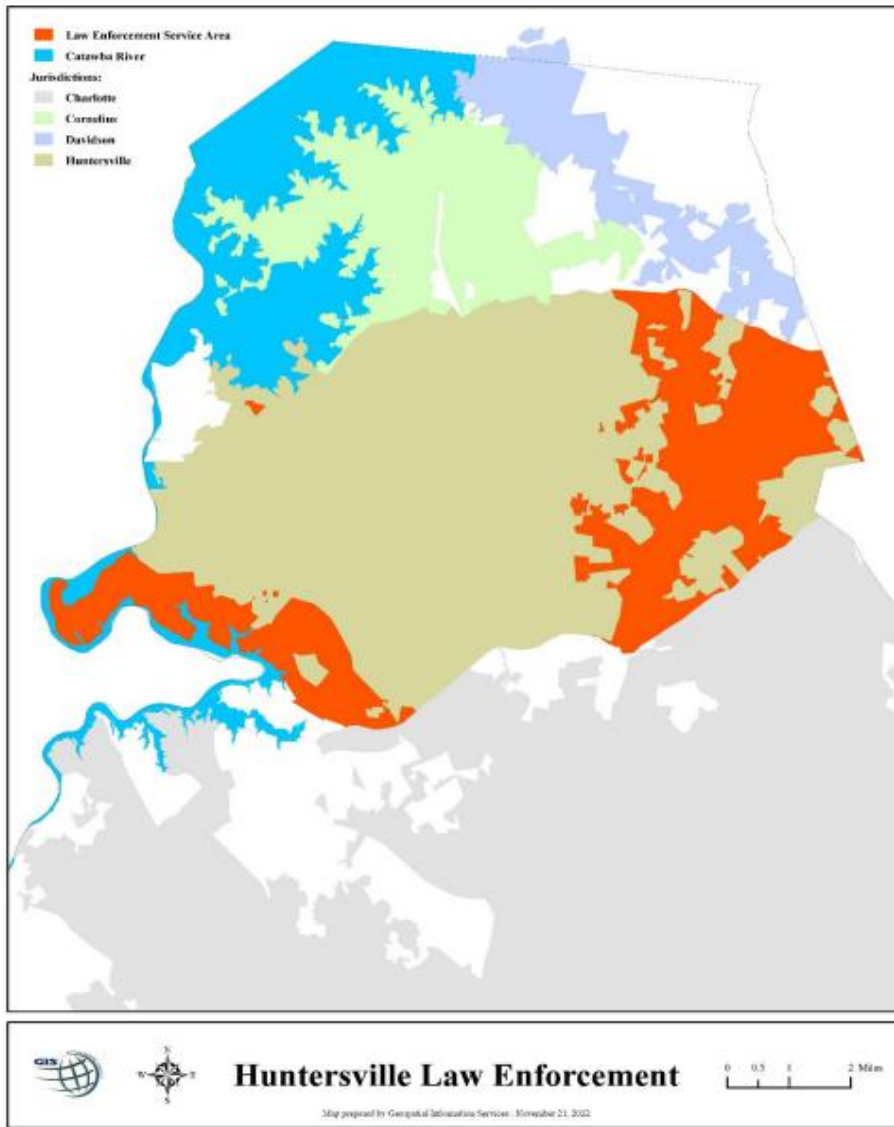
Approved as to form

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

Draft

Meeting Minutes  
May 2, 2023

ATTACHMENT A  
Modified ETJ Map





**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 Modified 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 Modified ETJ will not be interpreted in that manner.
2. In Fiscal Year 2024, the County will pay the Town of Huntersville \$1,400,000 for furnishing law enforcement services.
3. In Fiscal Year 2025, and beyond, the calculation of the payment will be determined by greater of either:
  - a. adjusting \$1,012,951 (an amount estimated for the current tax-funded cost per service hour) annually by the estimated revenue resulting from the change due to natural growth in the value of taxable property, as determined by the County Assessor for the ETJ,
  - or
  - b. \$1,400,000
4. If any portion of the Modified ETJ is annexed by the Town or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced Modified ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the Modified ETJ.

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May 2, 2023**

**MECKLENBURG COUNTY  
BOARD OF COMMISSIONERS  
RESOLUTION APPROVING A LAW ENFORCEMENT SERVICES INTERLOCAL  
AGREEMENT BETWEEN MECKLENBURG COUNTY AND THE TOWN OF CORNELIUS**

This Law Enforcement Services Interlocal Agreement ("Agreement") between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF CORNELIUS** (hereinafter the "Town") a municipal corporation organized under the laws of the State of North Carolina is effective as of the first day of July 1, 2023.

**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 North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("City/County Police Agreement"), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

**WHEREAS**, pursuant to the City/County Police Agreement, from 1993 until June 30, 2018 the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town; and

**WHEREAS**, in 2015 the City of Charlotte ("City"), the County and the Town entered into that certain Lake Norman Patrol Agreement dated as of July 1, 2015, with a term to end June 30, 2018, for the Town and the City to share responsibility for providing law enforcement services to Lake Norman; and

**WHEREAS**, Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process; and

**WHEREAS**, pursuant to such an agreement between the County and a municipality, the municipality's police officer would have the same privileges, immunities, and Workers' Compensation coverage throughout that municipality's ETJ as within the municipality; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town entered into an Enforcement Services Agreement and an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") within the Town's ETJ, and the financial arrangement between the County and the Town with respect thereto. (hereinafter "2018 Agreement"); and

**WHEREAS**, the Town and County now desire to enter into a revised and restated police consolidation agreement, which replaces in its entirety the 2018 Agreement.

**NOW, THEREFORE**, in consideration of the stated premises and pursuant to the terms of this Agreement, the County and the Town agree as follow



**Meeting Minutes  
May 2, 2023**

**1. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), and the financial arrangement between the County and the Town with respect thereto.

**2. Lease of Space for Police Operations.**

The County leases Ramsey Creek Park (Tax Parcel 001-061-55A) from Duke Energy and agrees to make the following portions and facilities at Ramsey Creek Park available for use by the Town as follows:

a) Boat House, Pier and Fueling System.

By a separate lease agreement between the County and the Town, the Boat House, Pier and Fueling System at Ramsey Creek Park will be leased to the Town for use by the CPD. The Town is to be responsible for routine maintenance (to County standards) and for payment for all utilities. Routine maintenance defined as upkeep to delay or prevent the failure of building systems. Examples include: filter changes, painting, caulking, sealing, minor repair of components and equipment. Routine maintenance does not include re-roofing, major repairs, rectifying structural or defective components, and equipment replacement, such as fuel systems. The County shall be responsible for the repair/replacement of building systems when the cost of each event or item is more than \$5,000 and is critical to the operation and functioning of the building. Town shall conduct an annual facility condition assessment and prepare a capital request for submittal to the County no later than January 1<sup>st</sup> each year for any anticipated repairs/replacements expected to cost more than \$5,000 per event or item. The County reserves the right to not fund such capital requests based on prioritization of other County requests and the amount of available funding. The lease from the County to the Town will be subject to the lease from Duke Energy.

b) Fenced Yard adjacent to Boat House.

The County authorizes a license to use this yard for outside storage.

c) Former Caretaker's House.

This structure will be leased to the Town for use by the CPD. The Town will be responsible for routine maintenance (to County standards) and for payment for all utilities. Routine maintenance defined as upkeep to delay or prevent the failure of building systems. Examples include: filter changes, painting, caulking, sealing, minor repair of components and equipment. Routine maintenance does not include re-roofing, major repairs, rectifying structural or defective components, and equipment replacement, such as HVAC systems. The County shall be responsible for the repair/replacement of building systems when the cost of each event or item is more than \$5,000 and is critical to the operation and functioning of the building. Town shall conduct an annual facility condition assessment and prepare a capital request for submittal to the County no

## Meeting Minutes May 2, 2023

later than January 1<sup>st</sup> each year for any anticipated repairs/replacements expected to cost more than \$5,000 per event or item. The County reserves the right to not fund such capital requests based on prioritization of other County requests and the amount of available funding. The lease from the County to the Town will be subject to the lease from Duke Energy.

### 3. Police Services.

- a) The County is contracting with the Town to provide law enforcement services within the Town's ETJ. The ETJ as of the date of execution of this Agreement is shown in *Attachment A*. The ETJ 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 will be established by the Chief of Police of the CPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the CPD's mission to be responsive to those needs.
- c) The CPD will police the ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section 10.
- e) The CPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data regarding their ETJ:
  - i. Total number of citizen-generated and officer-initiated calls for service responded to by on-duty CPD officers in the ETJ including total Events, Units, response times from dispatch to arrival, and priority of calls
  - ii. The total number of service hours to the ETJ, excluding secondary employment hours not funded with taxes, including citizen-generated and officer-initiated service hours
  - iii. Special Operations Division deployment in the ETJ
  - iii. Traffic Related Incidents in the ETJ including traffic stops and traffic accidents with separate count of fatalities and DWIs
  - iv. Description and number of Community Events in Patrol Divisions that surround and are in the ETJ

**Meeting Minutes  
May 2, 2023**

- v. Description of non-sensitive special police initiatives that occurred in the ETJ
- vi. Number of adult arrests in the ETJ
- vii. Number of items of evidence and property seized, collected, processed and stored from the ETJ by CPD.

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

- f) Once a year, the Cornelius 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 ETJ, including explanations for any apparent crime trends and explanations for any apparent crime trends, goals, strategies and tactics to address and reduce community violence in the ETJ.
- g) Lake Patrol responsibilities as outlined in Attachment C.
- h) Law Enforcement services to be provided by the Town in the ETJ do not include animal control since the City of Charlotte is contractually obligated to provide animal control services for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.

**4. Personnel.**

All personnel involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. Neither the County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

**5. Police Services Funding Formula.**

- a) The amount that the County shall pay the Town 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 Town 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.



**Meeting Minutes  
May 2, 2023**

**6. Property.**

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

**7. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

**8. Term of Agreement.**

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a four (4) year term beginning on July 1, 2023. Effective at the end of the second fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) or fourth (4th) fiscal year by either the Town 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-one (21) months prior to the July 1 effective date of the termination.

**9. Termination of Agreement for Default.**

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

Failure of the County to provide use of Ramsey Creek Park as provided herein is an event of default which would enable the Town to terminate this Agreement as provided herein.

Failure of the Town 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 thereupon have the 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 to cure the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) daytime limit may be waived by the party giving notice. And 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

**Meeting Minutes**  
**May 2, 2023**

stated in the notice of termination, with such date being no earlier than twenty-one (21) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

**10. 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 County and Town 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.

**11. Amendments.**

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Cornelius Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

**12. General Provisions**

- a) All terms among the parties concerning the subject matter are contained in this Agreement.
- b) Waiver of a term does not affect the right of a party to terminate this Agreement.
- c) The parties agree that they are not made agents of each other by this Agreement.
- d) The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Cornelius Board of Commissioners.

**Meeting Minutes  
May 2, 2023**

**MECKLENBURGCOUNTY**

\_\_\_\_\_  
County Manager

Approved as to form

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Finance Officer

**TOWN OF CORNELIUS**

\_\_\_\_\_  
Town Manager

Approved as to form

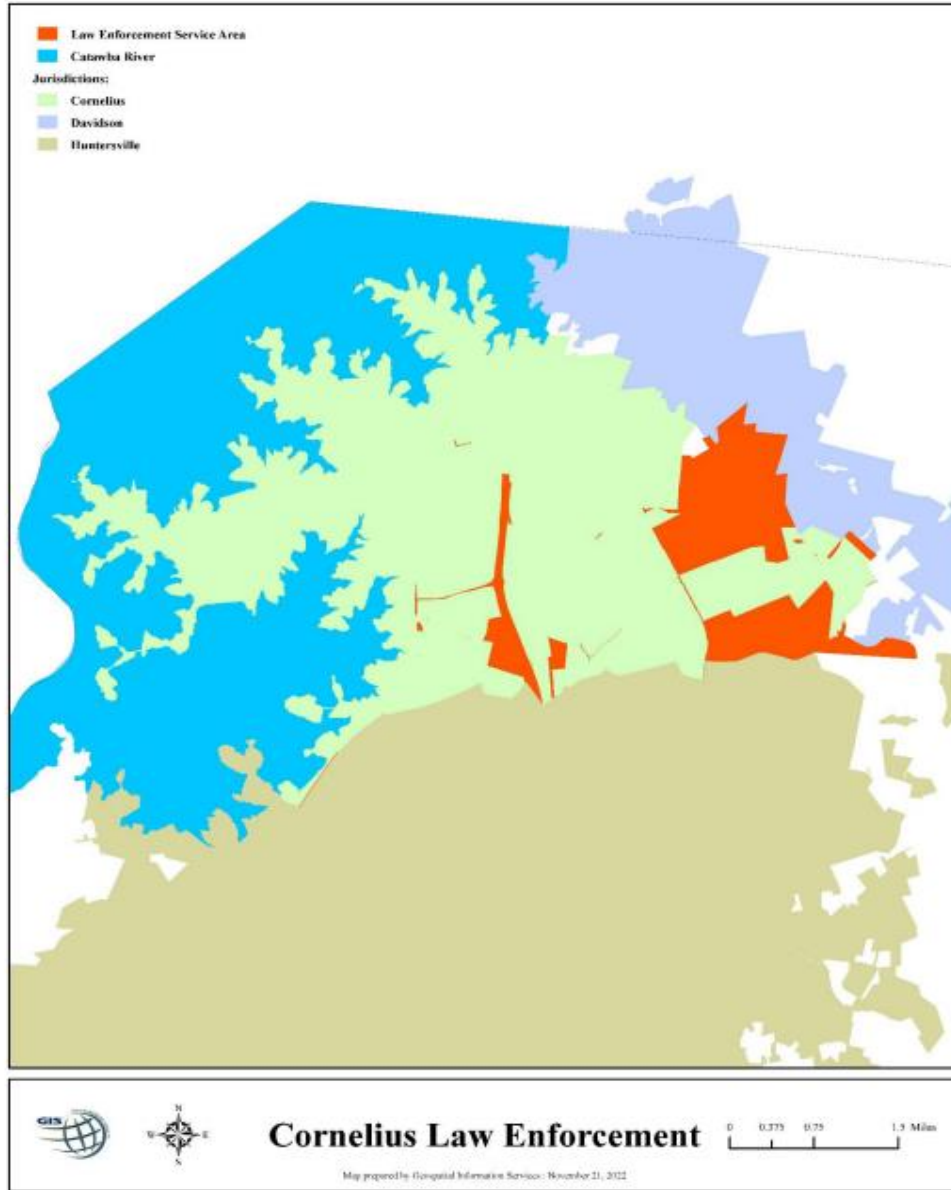
\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Town Finance Officer

Draft



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 Town of Cornelius \$197,293 based on an assessment of service hours and the tax-funded cost of policing for Law Enforcement Services in the ETJ, and \$460,000 for Lake Patrol.
3. For Fiscal Year 2025 and beyond, the calculation of the payment will be determined by adjusting the prior year's payment for Law Enforcement Services in the ETJ 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.
4. If any portion of the ETJ is annexed by the Town of Cornelius or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ.

**Meeting Minutes  
May 2, 2023**

**ATTACHMENT C**

**Lake Patrol Agreement**

- 1) Town will provide primary law enforcement coverage for routine patrol of Lake Norman waters and shoreline within Mecklenburg County.

The Cornelius Lake Enforcement Unit ("Cornelius Lake Patrol") will be allocated sufficient FTEs to provide coverage and can be supplemented by part-time, volunteer, and other on-duty units to allow for training, arrests processing, court and leave time. Land-based personnel will also provide back-up support as needed and when available.

- 2) Routine patrol includes enforcement of laws and ordinances, promoting boater safety, preventing law or safety violations and responding to emergencies. This function will be the primary role of the Cornelius Lake Patrol unit when not responding to calls. The Cornelius Lake Patrol will conduct regular patrols on the Lake as the volume of boat traffic and seasonal patterns dictate. The Cornelius Police Department (CPD) will also patrol shoreline areas as required to deter criminal activity.
- 3) The Cornelius Lake Patrol will certify at least one crew member in basic first aid, CPR, and the Operation of AED devices as well as required certifications to enforce boating while impaired and N.C.G.S. Chapter 75A offenses.
- 4) The Cornelius Lake Patrol will coordinate with NC Wildlife and surrounding jurisdictions to develop standard protocol for lake enforcement operations and make use of existing Mutual Aid Agreements for emergency situations.

In addition to duties assigned to Town, the Cornelius Lake Patrol will support all other agencies on the Lake or along the shoreline of Lake Norman when requested and when available to include assisting CMPD or any other agency in carrying out their individual missions when resources allow. Further, the Cornelius Lake Patrol will work with and share information, facilities, and equipment in a manner consistent with the spirit, not just the letter, of the agreement.

- 5) Cornelius Lake Patrol will compile and report monthly statistics to Mecklenburg County and the Lake Norman Marine Commission detailing the Lake patrol services within Mecklenburg County, including the number of calls for service (dispatched and on-view), number and type of citations and warnings issued, as well as safety checks made.
- 6) Any entity seeking police assistance with a special event on Lake Norman will be referred to the CPD.
- 7) CPD Officers will perform routine patrols variable with the season.
- 8) CPD will participate in all drills required by Federal and/or State regulations for Lake Norman and its shoreline.

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### Comments

Commissioner Powell inquired about the rationale behind the funding requests that weren't met. *Director Cox said Charlotte and Cornelius were in agreement with what they came up with, but the Huntersville's Board had not reviewed it yet.*

County Manager Diorio explained reasoning for switching to service hours. She said it was something everyone could understand and calculate and could be done consistently.

Commissioner Leake expressed concerns about crime rates and the economic support for law enforcement, especially in areas experiencing significant growth. *Director Cox said when the police chiefs come and present to the Board, they would include information on the activities they were doing to address community violence and any feasible data which would be broken out by demographics.*

Commissioner Leake also discussed the tax rates and the desire for residents in ETJs to receive similar services as those within the incorporated city limits. *Director Cox explained that was why they took the service hour approach, to ensure the people in the ETJ were paying comparable to what people within the incorporated areas were paying for law enforcement.*

Chair George Dunlap asked for clarification on the reported service hours and raised questions about the property line changes between Mecklenburg and Union County, which were still under consideration by the state legislature. *Director Cox explained that the property line change was still being discussed, and it had not been officially adopted. It was noted that the specific line in question did not have an extraterritorial jurisdiction (ETJ) issue, as Matthews no longer had an ETJ, and any impact was expected to be minimal.*

**DEPARTMENTAL DIRECTORS' MONTHLY REPORTS – N/A**

**STAFF REPORTS & REQUESTS - NONE**

**COUNTY COMMISSIONERS REPORTS & REQUESTS - NONE**

**CONSENT ITEMS**

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Motion was made by Commissioner Meier, seconded by Commissioner Leake, and unanimously carried (9-0) to approve the following item(s):

### 23-0241 BOARD OF HEALTH RULES - CARBON MONOXIDE

Approve amendments to Board of Health Rule governing Carbon Monoxide.

*Background: The Mecklenburg County Board of Commissioners, as a Consolidated Human Services Agency (CHSA) exercising the powers and duties of a local Board of Health, adopted a Board of Health rule in September 2000 governing carbon monoxide alarms in Mecklenburg County. From time to time, it becomes necessary to enact, amend, repeal, or revise previously adopted rules and make necessary changes to meet current public health needs. The Board finds it necessary to amend the Board of Health rule adopted in September 2000 to delete Section III.A; amend Section IV to update the penalty section; delete and replace Section VII to reference an appeals procedure as required by N.C.G.S. 130A-24; delete and replace Section VIII to repeal prior rules; and make necessary clarifying changes.*

**MECKLENBURG COUNTY BOARD OF HEALTH RULE  
REGARDING CARBON MONOXIDE**

Be it ordained by the Mecklenburg County Board of Commissioners (while exercising the power of the Board of Health, which powers it has assumed and conferred on itself by action pursuant to G.S. 153A-77), that the following rule requiring operable carbon monoxide (CO) alarms in certain structures in Mecklenburg County for the protection of the public health and safety, are hereby adopted pursuant to G.S. 130A-39(a). This Rule shall apply throughout Mecklenburg County, North Carolina, including, but not limited to, all cities and towns, whether incorporated or unincorporated.

**SECTION I: PURPOSE**

Recognizing that exposure to carbon monoxide (CO), a colorless, odorless gas, can cause headaches, dizziness, nausea, faintness, and, at high levels, death, the following Rule is enacted for the purpose of protecting the public health and safety of the residents of Mecklenburg County by requiring operable carbon monoxide alarms in certain structures, thereby hopefully reducing the number of injuries and fatalities resulting from carbon monoxide (CO) poisoning.

**SECTION II: DEFINITIONS**

**(a) "Carbon Monoxide (CO) Alarm"** means a device sensing invisible particles of Carbon Monoxide that is either battery powered or AC powered with battery back-up, that has been installed in accordance with its manufacturer's recommendations, which, when activated, will provide some form of visual or audible alarm, and which has been either UL (Underwriters Laboratories Inc.) listed or CSA (Canadian Standards Association) approved. (CO Alarms installed prior to January 1, 2004 are not subject to the requirements stated above as to the power source for the CO Alarm.)

**(b) "Child Care Center"** means an arrangement where, at any one time, there are three (3) or more pre-school age children or nine (9) or more school-age children receiving child care, and includes child day care facilities as defined in the Mecklenburg County Board of Health Rule Governing Child Day Care Homes.

**(c) "Child Care Facility"** includes child care centers, family child care homes, and any other child care arrangement that provides child care, regardless of the time of day, wherever operated, and whether or not operated for profit, to three (3) or more children less than 13 years old who do not reside where the care is provided, and who receive care on a regular basis of at least once per week for more than four (4) hours but less than 24 hours per day from persons other than their guardians or full-time custodians, or from persons not related to them by birth, marriage, or adoption, but does not include the following:

1. Facilities that are used in the operation of seasonal recreational programs for less than



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four (4) consecutive months in a year;

2. Facilities that are used in the operation of specialized activities or instruction such as athletics, dance, art, music lessons, gymnastics, or are used by organized clubs for children, such as Boy Scouts, Girl Scouts, 4-H groups, or boys or girls groups;
3. Facilities that are used to provide only drop-in or short-term child care for parents participating in activities that are not employment related and where parents are on the premises or otherwise easily accessible, such as drop-in or short-term care provided in health spas, bowling alleys, shopping malls, resort hotels, or churches;
4. Public schools or nonpublic schools that are accredited by the Southern Association of Colleges and Schools and that operate a child care facility for less than six and one-half hours per day either on or off the school site;
5. Facilities that are used by licensed caretakers for the mentally ill, developmentally disabled, and substance abusers;
6. Facilities that are used to provide any child care program or arrangement consisting of two (2) or more separate components, each of which operates for four (4) hours or less per day, with different children attending each component;
7. Facilities that are used to conduct Bible school during vacation periods;
8. Facilities that are used by parents as part of a cooperative arrangement among those parents to provide care for their own children as a convenience rather than for employment.

**(d) "Condominium";** means a dwelling unit contained within a multi-family dwelling under the condominium form of ownership.

**(e) "Dwelling"** means a building designed or occupied for residential purposes and having either

- (i) one dwelling unit, i.e., a single family dwelling; or
- (ii) two (2) dwelling units, i.e., a duplex.

**(f) "Dwelling Unit"** means a single unit providing complete and independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

**(g) "Family Child Care Home"** means a child care arrangement located in a residence where, at any one time, more than two (2) children, but less than nine (9) children, receive child care, and includes child day care homes as defined in the Mecklenburg County Board of Health Rule Governing Child Day Care Homes.

**(h) "Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling, as such phrase is more

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specifically defined in Article 9B of Chapter 143 of the General Statutes, and as such definition may be amended or revised from time to time.

**(i) "Multi-Family Dwelling"** means a building or portion thereof containing three or more dwelling units.

**(j) "Person"** means an individual, firm, partnership, association, public or private institution, municipality, political subdivision of the State of North Carolina, governmental agency or a public or private corporation, organized or existing under the laws of this State or any other State or County.

**(k) "Town House"** means a single family dwelling unit constructed in a series or group of attached units with property lines separating such units.

### **SECTION III: GENERAL PROVISIONS**

**(a) Dwelling Units.** Every dwelling unit, whether located within a single-family dwelling, a duplex, a multi-family dwelling, a condominium, a manufactured home, or a town house, shall contain at least one operable Carbon Monoxide (CO) Alarm installed in accordance with the manufacturer's recommendations. This provision shall apply to existing dwelling units in addition to dwelling units to be constructed in the future.

**(b) Rental of Dwelling Units.** It shall be unlawful for anyone to rent or lease to another a dwelling unit, whether located within a single-family dwelling, a duplex, or a multi-family dwelling, condominium, or town house, unless that dwelling unit has in it at least one operable carbon monoxide (CO) alarm installed in accordance with the manufacturer's recommendations. This provision shall apply to existing dwelling units in addition to dwelling units to be constructed in the future. The landlord shall replace or repair the carbon monoxide (CO) alarms within fifteen (15) days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. Landlord shall ensure that a carbon monoxide (CO) alarm is operable and in good repair at the beginning of each tenancy. The tenant shall periodically inspect the carbon monoxide (CO) alarm to ensure operability and notify the landlord in writing of any needed repairs, test and replace batteries in any battery-operated carbon monoxide (CO) alarms as needed during the tenancy, and do nothing to disable carbon monoxide (CO) alarms. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

**(c) Child Care Facilities.** Every child care facility shall contain at least one operable carbon monoxide (CO) alarm installed in accordance with the manufacturer's recommendations. This provision shall apply to existing child care facilities in addition to child care facilities to be constructed in the future.

**(d) Applicability.** The requirements of this Section shall apply to all child care facilities and to all dwelling units, whether located within a single-family dwelling, a duplex, a multi-family dwelling, a condominium, a manufactured home, or a town house, and whether owned or

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leased, regardless of the source of energy used in the dwelling unit and regardless of whether the dwelling unit has an attached garage.

### **SECTION IV: ENFORCEMENT**

A violation of this Rule is a class 1 misdemeanor, pursuant to G.S. 130A-25. In addition, this Rule may be enforced in any one or more of the following ways as prescribed by law:

**(a) Civil Penalty.** Any person who violates any provision of this Rule shall be subject to payment of a civil penalty not to exceed fifty dollars (\$50.00) per day as authorized by North Carolina General Statute 153A-77. Each day of a continuing violation shall constitute a separate violation. Each violation of a specific provision of this Rule shall be a separate violation. The Director or a person duly designated by the Director shall be authorized to send a civil penalty citation to the violator stating the nature of the violation, the amount of the penalty, and directing that the violator pay the penalty within fifteen (15) days of the receipt of the citation. The Director may modify a penalty upon finding that additional or different facts should have been considered in determining the amount of the assessment.

**(b) Injunction.** The provisions of this Rule may be enforced by injunction as provided in G.S. 130A-18(a). This Rule shall be enforced by the Mecklenburg County Health Director, and by any other local government officials or agencies authorized by the Health Director to issue warnings requesting correction of a violation of this Rule. Only the Mecklenburg County Health Director, however, can authorize initiation of a civil action seeking an injunction or levy a civil penalty. The Mecklenburg County Health Director and any other local government official or agency authorized by the Health Director shall have a right of entry upon the premises of any place where entry is necessary to enforce the provisions of this Rule pursuant to G.S. 130A-17, and if consent is not obtained, an administrative search and inspection warrant shall be obtained pursuant to G.S. 15-27.2.

### **SECTION V: JURISDICTION**

This Rule shall apply throughout Mecklenburg County, North Carolina, including, but not limited to all cities and towns whether incorporated or unincorporated.

### **SECTION VI: SEVERABILITY**

Should any section of this Rule be declared by a Court to be unconstitutional or invalid, such decision shall not affect the validity of the Rule as a whole or any part thereof other than the parts held to be unconstitutional or invalid.

### **SECTION VII: APPEALS**

Any action to enforce this Rule may be appealed pursuant to the procedures set forth in G.S. 130A-24.

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**SECTION VIII: PRIOR RULES REPEALED**

All ordinances, rules and regulations heretofore adopted by the Mecklenburg County Board of Health regarding carbon monoxide are hereby repealed.

**SECTION IX: EFFECTIVE DATES**

**(a)** This Rule shall go into effect on May 2, 2023.

**(b) Grandfathered CO Alarms.** CO Alarms installed prior to January 1, 2004 are not subject to the requirement contained in the definition of Carbon Monoxide (CO) Alarm in Section II(a) that the CO Alarm be either battery powered or AC powered with battery back-up.

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**23-0248 ARCHITECT SELECTION - THE UMBRELLA CENTER**

Authorize the County Manager to negotiate fees and terms and conditions to execute a contract for Architectural/Engineering Services with Jenkins Peer Architects for The Umbrella Center and in the event negotiations with this firm are unsuccessful, approve negotiations with the alternate firm.

*Background: An architect is needed to design The Umbrella Center, a victim-centered, trauma-informed facility in which multiple domestic violence, sexual assault, elder abuse, human trafficking and child abuse partners are co-located and work in collaboration with each other so that victims and their children access all of the services that they need in a single place--advocates, law enforcement, prosecutors, counselors, representatives of the faith community, health care providers, and others all under one roof. The scope of services includes, but not limited to master planning, space programming, design, and construction administration.*

**23-0252 ARCHITECT SELECTION - SOLAR PHOTOVOLTAIC PANEL DESIGN SERVICES**

Authorize the County Manager to negotiate fees and terms and conditions to execute a contract with Innovative Design, LLC. and a contract with Summit Design and Engineering Services, PLLC., respectively for architectural services for the design of Solar Photovoltaic Panel Installations.

*Background: Two architectural firms are needed for the design of solar photovoltaic panel installations for up to eight projects total between the two firms. These services are needed to help achieve the energy goal set in the Environmental Leadership Action Plan to achieve net zero carbon energy sources by 2035. Developing renewable energy is a key component of achieving this goal.*

**23-0258 AMEND THE COUNTY'S MAJOR SYSTEM COMPONENT OF THE STORM WATER FEE**

Schedule a public hearing for May 25, 2023, for the Major System component of the Storm Water Fee.

*Background: In 1994, the County implemented a Storm Water fee to fund the administration of storm water management programs to improve water quality, reduce flood losses and repair/maintain the storm drainage system.*

*By interlocal agreements among Mecklenburg County, the City of Charlotte, and the Towns, the storm water fee has three components. The purpose of this Board Action is to set a public hearing for May 24, 2023, to receive public comments regarding the County's Major System component of the Storm Water fee. The City of Charlotte and the Town of Cornelius are*

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*considering altering their components of the fee that is charged within their jurisdictions. Those requests will be addressed separately in the budget process.*

*Major System Component (Countywide): The major system of the storm water system is defined as large creeks and rivers (examples: Little Sugar Creek, McDowell Creek, West Branch Rocky*

*River, Catawba River, etc.) that drain more than 1 square mile and is the responsibility of the County throughout the County. The additional revenue will be used to increase Storm Water staffing by four (4) positions and expand County Storm Water's Capital Improvement Program (CIP) consistent with the Environmental Leadership Action Plan (ELAP). The four positions are critical to monitoring and maintaining CIP projects and floodplain buyout properties.*

*The proposed fees for the Major System Component are as follows:*

*Tier I: \$1.04 to \$1.12, per month*

*Tier II: \$1.58 to \$1.71, per month*

*Tier III: \$2.41 to \$2.60, per month*

*Tier IV: \$4.48 to \$4.84, per month*

*Commercial: \$27.71 to \$29.93, per acre of impervious acre*

*MCSWS requests a public hearing be set in accordance with the Storm Water Management Interlocal Agreement and State law for considering such increases.*

*On March 16, 2023, the Charlotte-Mecklenburg Storm Water Advisory Committee unanimously endorsed the County's FY2024 Operating and Capital budgets (including the above fee increases) and forwarded its recommendations to the County Manager and the Board of County Commissioners.*

### **23-0260 CONSTRUCTION CONTRACT - PAW CREEK GREENWAY**

Award a construction contract to Polivka International Company, Inc. in the amount of \$4,588,607.00.

*Background: This contract is for the construction of the Paw Creek Greenway from Little Rock Road to Loy Court. The project includes 12,672 LF (2.44 miles) of new greenway trail (asphalt and concrete), 180 LF prefabricated pedestrian bridges, and 154 LF of boardwalk.*



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**23-0261 TAX REFUNDS**

Approve refunds in the amount of \$14,760.81 as statutorily required to be paid as requested by the County Assessor.

**23-0268 MINUTES**

Approve the following Meeting Minutes:

March 1, 2022, Regular Meeting  
April 19, 2022, Regular Meeting

**THIS CONCLUDED ITEMS APPROVED BY CONSENT**

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**23-0266 PULLED CONSENT ITEMS**

Commissioners may remove agenda items from the Consent Agenda for a separate vote, to bring public awareness or to make comments. The following items were pulled and voted upon separately:

**23-0227 BUDGET AMENDMENT - DEPARTMENT OF SOCIAL SERVICES (DSS) (REVENUE INCREASE)**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to amend the 2022-2023 Annual Budget Ordinance to recognize, receive, and appropriate an increase of \$111,011 in state revenue from the North Carolina Department of Transportation (NCDOT) to the General Fund (0001) within the Department of Social Services for the FY2023 Rural Operating Assistance Program (ROAP) in Mecklenburg County.

*Background: The NCDOT grant provides funding for transportation services to elderly and disabled citizens, Work First clients requiring transitional/employment transportation services, and the general public living outside the urban area boundary not the metropolitan boundary of Mecklenburg County and do not have a human service agency or organization paying for their transportation.*

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*Mecklenburg County DSS previously received an allocation of \$576,554 that was approved by the BOCC on 10/18/22 (RFBA# 22-7950) and will receive an additional \$111,011. The total allocation is \$687,565.*

**23-0239**

### **BOARD OF HEALTH RULES - MOSQUITO CONTROL**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to approve amendments to Board of Health Rules governing Mosquito Control.

*Background: The Mecklenburg County Board of Commissioners, as a Consolidated Human Services Agency (CHSA) exercising the powers and duties of a local Board of Health, adopted a Board of Health rule in May 1999 governing the control of mosquitoes in Mecklenburg County. From time to time, it becomes necessary to enact, amend, repeal, or revise previously adopted rules and make necessary changes to meet current public health needs. The Board finds it necessary to amend the Board of Health rule adopted in May 1999 to amend Section 6 to update the penalty section; add a new Section 7 to reference an appeals procedure as required by N.C.G.S. 130A-24; and make necessary clarifying changes.*

**MECKLENBURG COUNTY BOARD OF HEALTH RULE**

**GOVERNING MOSQUITO CONTROL**

Be it ordained by the Mecklenburg County Board of Commissioners (while exercising the power of the Board of Health, which powers it has assumed and conferred upon itself by action taken pursuant to G.S. 153A-77) that the following rule governing the control of mosquitoes through removing, filling, draining, emptying, treating, altering, or otherwise eliminating mosquito breeding sources, for the express purpose of protecting the public health, is hereby adopted pursuant to Chapter 130A-39(a) of the General Statutes of North Carolina. This rule shall apply throughout Mecklenburg County, including, but not limited to, all cities and towns, whether incorporated or unincorporated.

**SECTION 1: PURPOSE**

It is the intent of this rule to control and reduce the mosquito population of Mecklenburg County by removing, draining, treating, altering, or otherwise eliminating all breeding sources for mosquitoes. The Mecklenburg County Health Department shall establish an effective program of mosquito control, including, but not limited to, elimination or treatment of breeding sources for mosquitoes, elimination of identified mosquito populations, and alleviation of all other such conditions found to be conducive to the reproduction or continued existence of mosquitoes. This shall be accomplished through the processes of education and public information, conference, conciliation, persuasion, and these having failed, by administrative and judicial proceedings for the explicit purpose of controlling the breeding of mosquitoes, the presence of which constitute a danger to the public health, impair the comfort and convenience of the residents, and jeopardize enjoyment of life and property.

**SECTION 2: DEFINITIONS**

- (a) **"Artificial Container"** means any bucket, barrel, tire, bottle, tub, tank, gutter, bird bath, swimming pool, ornamental pond, flower pot, jar or, any other such manmade items capable of collecting water.
- (b) **"Breeding Source"** means any area capable of sustaining the reproduction of mosquitoes.
- (c) **"Board of Commissioners"** means the Mecklenburg County Board of Commissioners.
- (d) **"Director"** means the Health Director for Mecklenburg County. The term also means the authorized representative of the Director.
- (e) **"Evidence of Mosquito Breeding"** means the natural presence of mosquito larva, pupa, or their remains.
- (f) **"Insecticide"** means a chemical agent which kills or prevents the reproduction of insects.
- (g) **"Larva"** means the immature, fully aquatic stage of mosquito development in which the insect appears as a small, wingless, worm-like form.
- (h) **"Larvicide"** means a chemical agent which kills or prevents the reproduction of mosquito larvae.
- (i) **"Mosquito"** means a small long legged, two winged insect of the family Culicidae, in which the female of the species is distinguished by a long proboscis for sucking blood.
- (j) **"Occupant"** means the person who has the use of or occupies any building or any part thereof or who has the use or possession, actual or constructive, of the premises whether the owner or

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tenant. In the case of vacant buildings or vacant portions of a building, or in case of occupancy in whole or in part by the owner, the owner of the building shall be deemed to be, and shall have the responsibility of an occupant of such building.

**(k) "Owner"** means the person owning the building or premises.

**(l) "Person"** means individuals, firms, partnerships, associations, public or private institutions, municipalities, political subdivisions of the state of North Carolina, governmental agencies or public or private corporations.

**(m) "Premises"** means a parcel of real property, including all buildings and structures located thereon.

**(n) "Pupa"** means the immature, fully aquatic stage of mosquito development immediately following the larval stage and preceding the adult form in which the insect appears as a small, wingless, worm-like shape with a greatly enlarged head.

### **SECTION 3: GENERAL PROVISIONS**

All premises within Mecklenburg County shall be maintained in such a manner as to prevent the breeding of mosquitoes on the premises. Artificial containers, ditches, streams, flooded areas, and all other such sources of standing water or other liquid where mosquitoes are breeding, must be removed, drained, treated, altered, maintained, or otherwise eliminated by the person occupying the premises or, in the absence of an occupant, by the owner, in such a manner as to prevent the breeding of mosquitoes. Where there is evidence of mosquito breeding, effective methods of eliminating and treating mosquito breeding sources shall be instigated by the person occupying the premises, or in the absence of an occupant, by the owner, within 48 hours after discovering or being informed of the evidence of mosquito breeding on the premises.

### **SECTION 4: METHODS OF ELIMINATING AND TREATING MOSQUITO BREEDING SOURCES**

Breeding sources for mosquitoes shall be eliminated or treated by one or more of the following methods as shall be approved by the Director.

**(a)** Filling, draining, removing, or otherwise eliminating the breeding source.

**(b)** Completely emptying the breeding source of all water at least every seven (7) days, or as approved by the Director. Where an artificial container is a water basin (e. g. swimming pool) designed to hold water, such containers shall be maintained or altered to prevent mosquito breeding or be removed.

**(c)** Treating the breeding source with an effective insecticide and/or larvicide approved by the Director.

**(d)** Completely emptying artificial containers of all liquid and storing in an enclosed structure which is constructed in such a manner as to prevent the permanent collection of liquid in said containers.

**(e)** Maintain all natural or manmade storm or surface water drainways in a manner to prevent the ponding of water sufficient to provide breeding for mosquitoes.

**(f)** Other methods proven to be effective in controlling mosquitoes and as approved by the Director.

### **SECTION 5: RIGHT OF ENTRY - INSPECTION**

The Director shall have the right of entry upon any premises where entry is necessary to carry out the provisions of this Rule. If consent for entry is not given or obtained, an administrative search

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and inspection warrant shall be obtained pursuant to G.S. 15-27. However, if an imminent hazard exists, no warrant is required for entry upon the premises.

**SECTION 6: PENALTIES AND REMEDIES**

**(a)** Any person who violates any provision of this Rule shall be guilty of a misdemeanor in accordance with NCGS 130A-25.

**(b)** The Director may bring a civil proceeding in the Mecklenburg County Superior Court to seek an injunction or otherwise enforce the provisions of this Rule in accordance with Article 1 Part 2 of Chapter 130A of the General Statutes of the State of North Carolina.

**SECTION 7: APPEALS**

Any action to enforce this Rule may be appealed pursuant to the procedure set forth in NCGS 130A-24.

**SECTION 8: SEVERABILITY**

If any provision or clause of this Rule shall be declared invalid, such declaration shall not invalidate any other provision or clause of this Rule.

**SECTION 9: PRIOR RULES AND REGULATIONS REPEALED**

All ordinances, rules, and regulations heretofore adopted by the Mecklenburg County Board of Health regarding mosquito control are hereby repealed.

**SECTION 10: EFFECTIVE DATE**

**This Rule shall be in full force and effective from and after May 2, 2023.**

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**23-0240 BOARD OF HEALTH RULES - CHILD DAY CARE HOMES**

Motion was made by Commissioner Jerrell, seconded by Commissioner Griffin, and unanimously carried (9-0) to approve amendments to Board of Health Rules governing Child Day Care Homes.

*Background: The Mecklenburg County Board of Commissioners, as a Consolidated Human Services Agency (CHSA) exercising the powers and duties of a local Board of Health, adopted a Board of Health rule in May 1999 governing child day care homes in Mecklenburg County. From time to time, it becomes necessary to enact, amend, repeal, or revise previously adopted rules and make necessary changes to meet current public health needs. The Board finds it necessary to amend the Board of Health rule adopted in May 1999 to amend Section 22 to update the penalty section; add a new Section 23 to reference an appeals procedure as required by N.C.G.S. 130A-24; and make necessary clarifying changes.*



**MECKLENBURG COUNTY BOARD OF HEALTH RULE**  
**GOVERNING CHILD DAY CARE HOMES**

Be it ordained by the Mecklenburg County Board of County Commissioners (while exercising the power of the Board of Health, which powers it has assumed and conferred upon itself by action taken pursuant to G.S. 153A-77), that the following rule for the protection of the public health and safety are hereby adopted pursuant to Chapter 130A-39(a) of the General Statutes of North Carolina, and shall apply throughout Mecklenburg County, North Carolina, including, but not limited to, all cities and towns, whether incorporated or unincorporated.

**SECTION 1: PURPOSE**

The following rule is enacted for the purpose of protecting the health and safety of children receiving child care away from their own homes in Mecklenburg County. This is accomplished by establishing minimum health and safety standards to be met by individuals providing care for up to 5 children in residential settings. The information contained in the inspection reports will also be useful to parents seeking to make informed decisions about new childcare arrangements.

**SECTION 2: DEFINITIONS**

(a) "**Approved**" means determined by the Director to be in compliance with this Rule.

(b) "**Board of Health**" or "**Board**" means the Mecklenburg County Board of County Commissioners acting as the Board of Health pursuant to North Carolina General Statute 153A-77.

(c) "**Child Day Care**" means any child care facility, except seasonal recreational programs operated for less than four consecutive months in a year, wherein three or more children less than 13 years old receive care away from their own home by persons other than their parents, step parents, grandparents, great grandparents, aunts, uncles, great aunts, great uncles, brothers, sisters, first cousins, guardians, or full-time custodians, or in the child's own home where other unrelated children are in care. Child day care does not include facilities that provide only drop-in or short-term child care for parents participating in activities that are not employment related and where the parents are on the premises or otherwise easily accessible, such as drop-in or short-term child care offered in health spas, bowling alleys, shopping malls, resort hotels, and churches.

(d) "**Child Day Care Home**" means any day care program or child care facility wherein any person not excluded in Section 2(c) provides day care on a regular basis of at least once per week for more than four hours per day for more than two children under 13 years of age but not to exceed a maximum of eight children at any one time, wherever operated, and whether or not operated for profit. Of the children present at any one time, no more than five children shall be pre-school aged. The four hour time limit applies regardless of the time of day and regardless of whether the same or different children attend. Cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment are not included. To determine whether a child care facility is a child day care home, all children shall be counted

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except the operator's own school-aged children and school-aged children who reside at the location of the child day care home.

(e) "**Director**" means the Health Director for Mecklenburg County. The term also means the authorized representative of the Director.

(f) "**Locked**" means locked with a key that is stored in a location separate from the lock, or with a combination lock.

(g) "**Preschool-aged child**" means any child who has not reached the age of five years on or before October 16 of the current school year and who is not eligible to attend a public or private grade school or kindergarten based on the State's age requirement.

(h) "**Potentially hazardous food**" means any food or ingredient, natural or synthetic, in a form capable of supporting the growth of infectious or toxigenic microorganisms, including *Clostridium botulinum*. This term includes raw or heat treated food of animal origin, raw seed sprouts, and treated foods of plant origin. The term does not include foods which have a pH level of 4.6 or below or a water activity (*A<sub>w</sub>*) value of 0.85 or less.

(i) "**Single-service article**" means tableware, including flatware and hollowware, carry-out utensils and other items such as bags, containers, stirrers, straws, toothpicks, and wrappers which are designed, fabricated, and intended by the manufacturer for one-time use.

(j) "**Single-use article**" means bulk food containers and utensils intended by the manufacturer to be used once and discarded. The term includes items such as formed buckets, bread wrappers, pickle barrels, and tin cans. The term does not include single- service articles as defined in this Section.

(k) "**Solid waste**" means any garbage, rubbish, refuse, or other material resulting as a by-product of some process or activity. The term does not include sewage or waste classified as hazardous.

### **SECTION 3: REGISTRATION/OPERATION PERMIT**

(a) All child day care homes as defined in Section 2 of this Rule shall be in compliance with applicable state and local regulations, including registration with the North Carolina Division of Child Development if applicable, and shall obtain a permit to operate from the Mecklenburg County Health Department prior to beginning operation. An operation permit shall be valid for 12 months from the first day of the month the permit is issued.

(b) Each child day care home provider shall make application for an operation permit with the Mecklenburg County Health Department on an annual basis. Application shall be on forms provided by the Director. A fee in an amount determined by the Board shall be submitted with the application.

(c) Each registered home shall allow representatives of the Mecklenburg County Health Department and any other appropriate governmental agency to inspect its facilities to ensure compliance with the provisions of this Rule. Each provider shall allow access to the home, staff, and records at reasonable times during the provider's regular business hours. If the time selected for inspection by the director proves to interfere with the normal operation of the home, the inspection may take place, but the provider may have the option of requesting an appointment at another time for discussion of possible deficiencies and inspection of records.

(d) Proper registration shall be completed and a permit obtained prior to advertising the center as a child day care home.

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### **SECTION 4: BUILDING CODE REQUIREMENTS**

(a) The operator shall maintain written documentation indicating the facility complies with the North Carolina State Building Code, Volume I - General Construction (1996 edition), Section 418, and Volume VII - Residential, One and Two Family Dwelling; or, that the facility is a manufactured home bearing a third party inspection label certifying compliance with the Federal Manufactured Home Construction and Safety Standards or certifying compliance with construction standards adopted and enforced by the State of North Carolina.

(b) Manufactured homes shall be installed in accordance with North Carolina Manufactured/Mobile Home Regulations published by the North Carolina Department of Insurance.

(c) Child day care homes operated in single-wide manufactured homes will be limited to a maximum of three preschool-aged children (not more than two may be two years of age or less) and two school aged children.

### **SECTION 5: ZONING REQUIREMENTS**

The operator shall maintain written documentation indicating the facility complies with all applicable zoning requirements for its intended use.

### **SECTION 6: FOOD SUPPLIES AND PROTECTION**

(a) Food shall be wholesome; free from spoilage, filth or other contamination; and safe for human consumption.

(b) If milk is provided for drinking it shall be Grade A pasteurized fluid milk. Reconstituted, powdered milk may be used only for cooking purposes and flavored hot beverages, unless otherwise prescribed by a physician.

(c) Formula and mother's milk served in baby bottles shall be prepared and labeled with the individual child's name at the child's home and provided daily to the care giver by the parents or guardians.

(d) Baby food shall be labeled with the individual child's name and the date opened. All unused, opened baby food shall be discarded 48 hours after opening. Baby food and juice shall be refrigerated after opening. All unused formula, mother's milk, and juice sent from home shall be returned to the parent at the end of each day and shall not be reused by the child day care home operator.

(e) All foods shall be protected from contamination while being stored, prepared, served, or during transportation. Containers of food shall be stored above the floor in such a manner as to be protected from splash and other contamination.

(f) All perishable foods shall be stored at such temperature as will protect against spoilage. All potentially hazardous foods shall be maintained at safe temperatures (45° F or below, or 140 F or above) except during brief periods of preparation and serving.

(g) Frozen foods shall be kept at such temperatures as to remain frozen, except when being thawed for preparation or use. Potentially hazardous foods shall be thawed at refrigerator temperatures of 45° F or below or under running water no warmer than 70°F, quick-thawed as part of the cooking process, or thawed by other methods approved by the Director.

(h) An indicating thermometer shall be located in each refrigerator.

(i) Raw fruits and vegetables shall be washed thoroughly before use.



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(j) Stuffings, poultry, stuffed meats and poultry, and pork and pork products shall be thoroughly cooked before being served. Salads made from meat, poultry, potatoes, fish, shellfish, or eggs, and other potentially hazardous foods shall be prepared, preferably from chilled products, with a minimum of manual contact and on clean surfaces and with clean utensils.

(k) Individual portions of food once served shall not be served again.

### **SECTION 7: PROVIDERS**

Providers shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty. They shall wash their hands thoroughly before starting work, after diaper changing activity, before beginning food preparation, and as often as may be necessary to remove soil and contamination. No provider shall resume work after visiting the toilet without first washing his/her hands.

### **SECTION 8: FOOD SERVICE UTENSILS AND EQUIPMENT**

(a) All food service and eating and drinking utensils and equipment shall be in good repair, free of corrosion, and kept clean.

(b) Clean utensils shall be stored in a clean place.

(c) Single-service articles shall be properly stored in a clean place or sealed container, handled in a sanitary manner, and discarded after initial use.

(d) Single-use articles may be re-used for food storage after being thoroughly cleaned, but shall not be used for heating foods.

(e) Each child shall have a clean drinking cup properly identified by label, color, or other method approved by the Director. Common drinking cups shall not be used.

### **SECTION 9: WATER SUPPLIES**

(a) The home shall use either a public water supply or a water supply that is located, constructed, maintained, and operated in accordance with Title 15A North Carolina Administrative Code, 18A .1700 "Protection of Water Supplies" which is adopted by reference and includes subsequent changes or additions.

(b) A water sample from a private water supply shall be collected by the Director and submitted to an approved laboratory for bacteriological examination at least once per year.

(c) Each home shall have hot and cold running water under pressure piped to all points of use; however, hot water shall not be required at hose bibs. Hot water to those areas accessible to children shall not be less than 90° /FONT F and shall not exceed 110° F.

(d) Plumbing shall be kept in good working condition.

### **SECTION 10: LIQUID WASTES**

Sewage shall be disposed of in an approved, properly operated sanitary sewage system.

### **SECTION 11: SOLID WASTES**

(a) Solid wastes containing food scraps or other decaying food materials shall be kept in durable, rust-resistant, nonabsorbent, water-tight, rodent-proof, containers. Containers shall be covered with tight lids when filled or stored or not in continuous use. Lids are not required for garbage

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containers in use indoors. Refuse including scrap paper, cardboard boxes and similar items shall be stored in containers or designated areas approved by the Director.

(b) Solid wastes shall be discarded with sufficient frequency and in such a manner as to prevent insect breeding and public health nuisance.

### **SECTION 12: TOILETS**

(a) All toilet fixtures shall be clean and in good repair. Toilet rooms shall be kept free of storage.

(b) Training chairs, if used, shall be emptied through the sewage system, cleaned, and sanitized after each use.

### **SECTION 13: LAVATORIES**

(a) Lavatories shall be located to comply with the appropriate handwashing requirements of this Rule, easily cleanable, clean, in good repair, and kept free of storage. Lavatories shall be mounted at an appropriate height to accommodate the children, or otherwise made accessible.

(b) All lavatories shall be equipped with hot and cold running water through mixing faucets. Hot water at faucets accessible to children shall not be less than 90° F nor greater than 110° F.

(c) An antibacterial soap shall be provided at each handwash lavatory area.

(d) Each child shall have a clean towel available for hand drying.

### **SECTION 14: DIAPERING AND DIAPER CHANGING FACILITIES**

(a) Each child in diapers shall be changed while the child is in his/her own crib or bed or on a smooth, nonabsorbent, easily cleanable surface. Diapering surfaces shall be kept clean and free of storage. A solution of 100 ppm (parts per million) chlorine, or other equivalent method approved by the Director, shall be used for sanitizing common changing surfaces after each diaper change. A suitable testing method or kit shall be available, convenient, and used daily to insure compliance with the minimum prescribed sanitizer strength. This sanitizer shall be used from a labeled spray bottle.

(b) The use of disposable latex gloves by care givers during the diaper changing process is required if the worker has cuts or sores on hands or burned or bandaged hands. Gloves used while changing a child's diaper shall not be used for subsequent diaper changes with that or any other child, but shall be discarded immediately in a covered, plastic-lined receptacle.

(c) Care givers shall not rinse soiled cloth diapers. Soiled cloth diapers shall be placed in a tightly closed plastic bag or other container approved by the Director and sent daily to the child's home or a diaper service to be laundered.

(d) Pre-moistened disposable towelettes or disposable towels shall be used for cleaning the children during the diaper changing process. Soiled disposable diapers and disposable towels or towelettes used while changing a child's diaper shall not be used for subsequent diaper changes with that or any other child, but shall be discarded immediately in a covered, plastic-lined receptacle.

(e) Caregivers shall wash their hands vigorously for at least 15 seconds using an antibacterial soap and running tempered water after changing any child's diaper.

(f) The child's hands shall be washed after each diaper change.

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**SECTION 15: ANIMAL & VERMIN CONTROL: PREMISES**

- (a) Pets shall not be allowed in any room or area in which food is prepared or stored. Pets, unless caged and restricted from the immediate eating area, shall not be allowed in any room or area in which food is served.
- (b) All household pets and animals shall have current rabies vaccinations as required by state law and local ordinances; documentation shall be maintained by the operator and provided to the Director upon request.
- (c) Effective measures shall be taken to keep insects, rodents, and other vermin out of the child day care home facility and to prevent their breeding or presence on the premises.
- (d) Only those pesticides which have been properly registered with the appropriate federal regulatory agency and the North Carolina Department of Agriculture shall be used. Pesticides shall be used in accordance with the direction on the label and shall be stored in a locked storage room or cabinet separate from foods and medications.
- (e) The premises, including the outdoor play area, shall be kept clean, drained and free of litter and hazardous materials. Grass and other vegetation shall be maintained in a manner which does not encourage the harborage of vermin.
- (f) All food for pets and animals shall be stored inside the home, or in a water-tight, rodent proof container with a tight fitting lid.

**SECTION 16: STORAGE; MISCELLANEOUS**

- (a) Rooms or spaces shall be provided for the storage of necessary equipment, furniture, toys, clothes, beds, cots, mats, and supplies and shall be kept clean.
- (b) All corrosive agents, insecticides, rodenticides, herbicides, bleaches, detergents, polishes, items containing petroleum products, any product which is under pressure in an aerosol dispensing can, and any substance which may be hazardous to a child if ingested, inhaled, or handled (skin contact) shall be stored in a locked storage room or locked cabinet. Cigarette lighters, matches, and similar items which could pose a fire hazard shall be kept where children cannot reach them.
- (c) All medications shall be stored in a locked cabinet or box separate from other items required to be kept locked.
- (d) Equipment and supplies such as lawnmowers, power tools, firearms, ammunition, and nails shall be stored in an area where children are not allowed to play.
- (e) Toxic plants shall be stored out of reach of children or in locked storage when pre-school aged children are in care.
- (f) Rags, paper, and other flammable materials shall be kept away from heat.
- (g) Rooms or areas which are not to be used by children shall be locked, or otherwise separated by use of an effective barrier.
- (h) All family day care homes shall be equipped with a smoke detector. The smoke detector shall be maintained in working order at all times.
- (i) There shall be a five pound dry chemical fire extinguisher (Type ABC), approved by Underwriters Laboratories, in the home day care facility at all times. The fire extinguisher shall be maintained in good working condition.



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**SECTION 17: BEDS, LINEN, AND FURNITURE**

- (a) A separate bed, cot, or mat, equipped with individual linen, shall be assigned and labeled for each child in care for more than four hours to use during rest periods; if a mat is used, it shall be of a waterproof, washable material at least two inches thick and shall be folded so that the floor side does not touch the sleeping side when not in use. Beds and linen used by members of the household of the operator shall not be used for children receiving care in the child day care home. Placement of beds, cots, or mats shall allow a reasonable distance between children's heads and a walking space between beds, cots, or mats to allow access by staff members to each individual child.
- (b) If beds, cots, mats, and linens are provided for school children who are cared for only during after-school hours, individual linen and a separate labeled bed, cot, or mat shall be provided for each child.
- (c) All beds, cots, and mats shall be in good repair, properly handled and stored, and kept clean.
- (d) Each child under 12 months of age shall be provided with a crib or other approved equipment.
- (e) Furniture shall be kept clean and in good repair.
- (f) Equipment and toys provided by the facility shall be kept clean and in good repair. Mouth-contact surfaces shall be sanitized at least daily and more frequently if necessary.
- (g) Toys, furniture, cribs, or other items accessible to children, shall be free of peeling, flaking, or chalking paint.

**SECTION 18: FLOORS, WALLS, AND CEILINGS**

- (a) All floors shall be kept clean and in good repair.
- (b) Floors in areas accessible to children shall be free of peeling, flaking, or chalking paint.
- (c) The walls and ceilings of all rooms and areas shall be kept clean and in good repair.
- (d) Walls and ceilings, including doors and windows, in areas accessible to children shall be free of peeling, flaking, or chalking paint.

**SECTION 19: SWIMMING AND WADING POOLS**

- (a) Swimming and wading pools if used by children receiving care in the home day care center, shall be designed, constructed, operated, and maintained in accordance with the North Carolina Rule Governing Swimming Pools, 15A North Carolina Administrative Code 18A .2500 which are incorporated herein by reference, including future changes and modifications.
- (b) Any swimming pool or wading pool installed at the child day care home facility shall be separated from the playground area used for the child day care home by a fence, or other effective barrier as determined by the director. A residence shall not comprise any portion of the barrier unless all doors and windows that a child could use to access the pool area are self-closing and positive latching.
- (c) Unfiltered and nondisinfected containments of water shall not be utilized for water recreation activities. Swimming and wading pools, if present, shall be permanent structural features of the facility.

**SECTION 20: INSPECTIONS AND COMPLIANCE**

- (a) The Director shall conduct an inspection of any child day care home at least once per year.

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(b) The Director shall indicate on the Sanitation Evaluation Form for Child Day Care Homes the total number of demerits the facility received during the inspection. This inspection form shall be maintained on the premises of the facility and shown to current or prospective clients upon request.

**SECTION 21: FALSE INFORMATION**

It shall be unlawful for any provider, employee, or assistant of any provider to knowingly and intentionally provide false information or to knowingly and intentionally fail to provide information pursuant to the terms of this Rule.

**SECTION 22: PENALTIES AND REMEDIES**

(a) Any person who violates any provision of this Rule shall be guilty of a misdemeanor in accordance with NCGS 130A-25.

(b) The Director may bring a civil proceeding in the Mecklenburg County Superior Court to seek an injunction or otherwise enforce the provisions of this Rule in accordance with Article 1 Part 2 of Chapter 130A of the General Statutes of the State of North Carolina.

**SECTION 23: APPEALS**

Any action to enforce this Rule may be appealed pursuant to the procedure set forth in NCGS 130A-24.

**SECTION 24: SEVERABILITY**

If any provision or clause of this Rule shall be declared invalid, such declaration shall not invalidate any other provisions or clause of this Rule.

**SECTION 25: PRIOR RULES REPEALED**

All ordinances, rules and regulations adopted hereto by the Mecklenburg County Board of Health regulating child day care homes are hereby repealed.

**SECTION 26: EFFECTIVE DATE**

This Rule shall be in full force and effect from and after May 2, 2023.

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**23-0244 BUDGET AMENDMENT - DSS: FY23 SMART START CHILD CARE**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to amend the 2022-2023 Annual Budget Ordinance to recognize, receive, and appropriate an increase in revenue and expenses of \$4,320 from State childcare allocations in the General Fund (0001) within the Department of Social Services.

*Background: Mecklenburg County contracts with Child Care Resources, Inc. (CCRI) to provide administrative services for processing applications and determining eligibility for the Smart Start Child Care Subsidy Program. These changes reflect actual State allocations received from NC Division of Child Development and Early Education and Smart Start for Budget Fiscal Year 2023.*

**23-0245 GRANT APPLICATION-CAROLINAS CARE PARTNERSHIP-HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA)**

Motion was made by Commissioner Leake, seconded by Commissioner Altman and unanimously carried (9-0) to approve the submission of a grant application to the Carolinas CARE Partnership – Housing Opportunities in the amount of up to \$36,000; and if awarded, recognize, receive, and appropriate the award amount to the General Grants Fund (G001) within Public Health; and adopt a grant project ordinance for the Carolinas CARE Partnership – Housing Opportunities grant in the General Grant fund (G001).

*Background: The Mecklenburg County Public Health Department is requesting approval of its application for renewal funding from Carolinas CARE Partnership for funding for the duration of the grant. The Health Department has been a HOPWA grant recipient since 2018. Grant funds will be used to provide Housing Opportunities for People with AIDS (HOPWA), housing case management and short-term payment of utilities for People Living With HIV/AIDS. HOPWA funds assist People Living With HIV/AIDS in maintaining stable housing, which in turns supports adherence to medication, avoids inpatient care and deters further spread of infection. The grant application deadline is May 17,2023.*

**23-0246 CONSTRUCTION MANAGEMENT @ RISK CONTRACTING METHODOLOGY FOR COUNTY PROJECTS**

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried (9-0) to authorize the use of the Construction Management @ Risk (CM@Risk) contract methodology for the Umbrella Center as being in the best interest of the construction project and best contracting delivery method for the project after comparing the advantages and disadvantages of its use.

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*Background: In 2001, the General Assembly Session Law 2001-496 enacted Senate Bill 914 (revisions to G.S. 143-128), to provide construction flexibility for public entities by allowing the use, without limitation, of separate prime contracting, single prime contracting, dual bidding, Construction Management at Risk (CM@Risk), and alternative contracting methods authorized by the State Building Commission.*

*Effective October 1, 2014, the NC Legislature approved revisions to Section 143-128.1, requiring the comparison of the advantages and disadvantages of the CM@Risk method, and a decision by the governing body that the CM@Risk method "is in the best interest of the project" before it can be used by a public entity for a project.*

*"(e) Construction Management at Risk services may be used by the public entity only after the public entity has concluded that construction management at risk services is in the best interest of the project, and the public entity has compared the advantages and disadvantages of using the construction management at risk method for a given project in lieu of the delivery methods identified in G.S.143-128(a1) (1) through G.S. 143-128(a1) (3). The public entity may not delegate this determination."*

*The office of Asset and Facility Management has developed the attached matrix comparing the traditional Design-Bid-Build contracting method to the CM@ Risk method.*

*With the Construction Management at Risk (CM@Risk) project delivery method, the construction manager assists the County with scheduling, constructability, and budget control prior to construction and the CM@Risk is accountable for delivering the project on-schedule and within budget during construction.*

*The County has successfully utilized the CM@Risk contract methodology previously on multiple projects involving renovations and new construction, including, the LUESA Relocation to 2145 Suttle Avenue, Mecklenburg County Aquatics Center renovation, Valerie C. Woodard Center renovation, and MEDIC Headquarters and Operations Relocation. These projects were large, complex renovation projects that were time and budget sensitive.*

*Charlotte Mecklenburg Schools, Central Piedmont Community College and the City of Charlotte have also successfully utilized the CM@Risk methodology.*

### *Project Description*

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*The Umbrella Center is a public-private partnership and will consist of renovations and an addition to an existing, Mecklenburg County owned building located at 4822 Albemarle Road, Charlotte, NC. The facility will incorporate a multitude of various nonprofit and municipal agencies offering services and support to victims of domestic violence sexual assault, child abuse, elder abuse, and human trafficking all working in collaboration in a single location with a centralized intake and information sharing process.*

*For the project, the CM@Risk shall provide services for both the pre-construction and construction phase related to the existing building renovations and addition for the Umbrella Center. Since this is a public-private partnership, controlling costs will play a major role in the success of the project.*

*In review of the attached Comparison Matrix, the following advantages make a CM@Risk Contract methodology the best delivery option for the Umbrella Center and in the best interest of the project. Details that pertain to the project are in parenthesis:*

- a) Selection of contractor based on qualifications, experience, and team. (Qualifications based on similar projects of scale or complexity)*
- b) Contractor provides design phase assistance in constructability, budgeting, and scheduling. (Assistance in pre-construction services for this project)*
- c) Continuous budget control possible. (Determination of final space program and design phase need budget monitoring throughout the process).*
- d) Prequalification of subcontractors allows Owner and contractor to ensure quality and experience. (This helps mitigate cost overruns and delays, and ensures a quality product).*
- e) Subcontracts are competitively bid by pre-qualified contractors. (Lowest price by qualified contractors).*
- f) Better coordination between design team and contractor. (This collaboration allows early pricing, scheduling, and expedited implementation).*
- g) Changes in scope during design can be immediately priced by CM@Risk to*

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*determine budget impact. (Better budget data to inform potential design changes prior to construction).*

- h) Should reduce change orders during construction since CM@Risk participated in the design phase. (Minimizes unexpected costs and/or delays).*
- i) Typically used for large or complex projects, requiring a high level of construction management due to multiple phases, technical complexity, or multi-disciplinary coordination. (The project will be technically complex to manage, as well as require many different trades to construct.)*

### **23-0250 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM 2023 - 2024 ANNUAL ACTION PLAN (FY 2023-24)**

Motion was made by Commissioner Jerrell, seconded by Commissioner Leake, and unanimously carried (9-0) to recognize, receive and appropriate up to \$969,808.00 from the US Department of Housing and Urban Development (HUD) to complete projects outlined in the County's 2023 - 2024 CDBG Annual Action Plan and adopt a grant project ordinance for the Community Development Block Grant (CDBG) in the General Grants Fund (GRNT).

*Background: Mecklenburg County, being a designated entitlement jurisdiction, receives an annual allocation of Community Development Block Grant (CDBG) funding from Housing Urban Development (HUD) to assist in the development of viable communities by supporting programs and projects that provide decent, safe, and sanitary housing that is both affordable and sustainable, provide public service activities, and expand economic opportunities for low- and moderate-income persons.*

*As part of the CDBG program requirements, the County must submit an Annual Action Plan for the use of these funds. The Plan provides a general outline of the categories for the programs/projects that are expected to be implemented and funded with CDBG entitlement funds of approximately \$969,808.*



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**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the US Department of Housing and Urban Development (HUD). The grant has been made available to Mecklenburg County under the Community Development Block Grant (CDBG) program up to the amount of \$969,808.00; and

**WHEREAS,** the grant funds must be used to assist in the development of viable communities by supporting programs and projects that provide decent, safe, and sanitary housing that is both affordable and sustainable, provide public service activities, and expand economic opportunities for low- and moderate-income persons.

**WHEREAS,** the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

**NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:**

Section 1. The project described in the grant application is hereby authorized to be undertaken for the duration of the grant.

Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriated for the County to receive the CDBG grant and to undertake the included project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements from HUD.

Section 3. The following revenues are anticipated for Mecklenburg County in the GRNT fund to complete this project:

<b>CDBG</b>	<b>\$969,808.00</b>
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Section 4. The following expenses are appropriated for Mecklenburg County in the GRNT fund to complete this project:

<b>CDBG</b>	<b>\$969,808.00</b>
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Adopted this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

***Ordinance recorded in full in Ordinance Book 51, Document# 120.***

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### 23-0255 BUDGET AMENDMENT - THE RECYCLING PARTNERSHIP GRANT APPLICATION

Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried (9-0) to authorize Mecklenburg County Solid Waste to apply for two grants from The Recycling Partnership that will be awarded totaling up to \$650,000 for equipment and infrastructure needed to enhance recycling at the Materials Recycling Facility (MRF), and recognize, receive, and appropriate grant awards in the Solid Waste Capital Reserve fund.

*Background: Mecklenburg County's Metrolina Materials Recycling Facility (MRF) is undertaking a major retrofit to replace the existing equipment at the facility with improved separation technology to recover recyclable materials more efficiently and productively, utilizing modern and efficient equipment. The Action to initiate this work was authorized by the Board of County Commissioners on November 15, 2022.*

*LUESA Solid Waste recently became aware of industry grants from The Recycling Partnership that would provide funding to further enhance the ability of the MRF to remove recyclable items from the recyclable waste stream delivered to the facility.*

*The Recycling Partnership is a national, non-profit organization that works to improve recycling programs, by providing funding for programs and equipment used to increase the capture of recyclables.*

*The grant funding would be used to offset the anticipated increased cost of \$705,335 for MRF retrofit modifications needed to add the equipment for the recovery of polypropylene. This would allow items like yogurt containers and clear take-out containers to be separated and sold for recycling.*

*The total grant funding to be applied for from The Recycling Partnership is \$650,000.*

*After receipt of the grant, the Solid Waste Program will return to the Board of County Commissioners to amend the Van Dyk Agreement to facilitate the purchase and installation of the necessary equipment to the MRF.*

### 23-0256 AMEND THE CITY OF CHARLOTTE'S AND THE TOWN OF CORNELIUS' MINOR SYSTEM COMPONENT OF STORM WATER FEES

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried (9-0) to schedule a public hearing for May 25, 2023, for comments on proposed amendments to the Minor System component of the storm water fee.

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*Background: In 1994, the County implemented a Storm Water fee to fund the administration of storm water management programs to improve water quality, reduce flood losses and repair and or maintain the storm drainage system.*

*Minor System Component for municipal jurisdictions: By Interlocal Agreement, the minor system of the storm water system is defined as ditches, swales, pipes, etc. that drain less than 1 square mile and is the responsibility of the City inside the City limits and each Town inside the town limits. The revenue generated from the minor system component of the storm water fee charged within each municipal jurisdiction is returned to that jurisdiction to fund their storm water management programs.*

*To address the substantial increase in unfunded projects, residents' requests for services, projects in the right-of-way and aging infrastructure, the City of Charlotte is proposing a change to the minor system component of the Storm Water fee. The Towns are experiencing similar challenges and the Town of Cornelius also requests an increase to its minor system component of Storm Water fees.*

*Public Hearing Request: As part of the City of Charlotte's and Town of Cornelius' budgeting processes, both municipalities are considering changes to their minor system rates. The County's*

*public hearing will provide interested parties an opportunity to comment to the Board of County Commissioners on changes to the minor system components of the Storm Water fee for those properties located in the City of Charlotte and the Town of Cornelius. Each municipality either has or will conduct their own public hearing prior to altering their minor system component of the fee.*

*Mecklenburg County Storm Water Services requests a public hearing be set in accordance with the Storm Water Management Interlocal Agreement for considering such increases.*

*On March 16, 2023, the Charlotte-Mecklenburg Storm Water Advisory Committee (SWAC) voted on the City of Charlotte's FY24 Operating and Capital budgets, which included a request for a fee increase, and forwarded its recommendations to the City Manager and City Council. The SWAC does not review the Town's operating and capital budgets.*

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**GREENWAY PROJECT**

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried (9-0) to authorize the County Manager to enter into an agreement to accept \$1.0 million donation from Queens University to fund capital improvements to Briar/Little Hope Greenway project, recognize, receive, and appropriate \$1,000,000 to the Briar/Little Hope Creek project within Park and Recreation from Queens University, and approve FY2023 Authorization Park and Recreation Capital Ordinance in the amount of \$1.0 million.

*Background: Queens University received a donation from Senator Jerry Blackmon in the amount of \$1,000,000 with the intention that the donation would be used on the future connection from Little Sugar Creek Greenway to Marion Diehl Park. That project is now known as the Briar/Little Hope Creek greenway project which adds a combined 1.1 miles of greenway to the Briar Creek and Little Hope Creek corridors. The Briar/Little Hope Creek greenway project has been successfully bid, and the construction contract will come before the Board at a future meeting for approval. Construction on the greenway project is expected to begin summer 2023 with an anticipated completion summer 2024. A memorial plaque recognizing Senator Jerry Blackman for his contribution to the project will be installed along with our standard greenway wayfinding signage.*

**23-0269**

**LEASE AMENDMENT - DENTAL CLINIC**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell and carried (7-2) with Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, Leake, Meier voting yes , and Powell and Rodriguez-McDowell, voting no, to authorize the County Manager to negotiate and execute a lease amendment with the Charlotte-Mecklenburg Hospital Authority ("Atrium Health"), extending the current lease for dental office space for the Health Department's Pediatric Dental Program for an additional three years.

*Background: The Health Department's Pediatric Dental Program currently leases space from Atrium Health at 1801 Rozzelles Ferry Road in Charlotte. The current lease ends on June 30, 2023. The Health Department would like to continue its operation at this location and Atrium Health has agreed to extend the lease for an additional three (3) years. The dental program provides preventive and comprehensive treatment to children between the ages of 1 - 17 years old. Some of the services provided include exams, x-rays, cleanings, sealants, fluoride treatments, and nutritional counseling. Proposed business terms are as follows:*

*Location - 1801 Rozzelles Ferry Road, Suite 310*

**Meeting Minutes**

**May 2, 2023**

*Lease Term - Three (3) years*

*Base Rent - \$19.71/SF*

*Operating Expenses - \$8.79/SF*

*Rent Escalations - 3% per year*

*Services Provided - Landlord to provide electricity, cold and tempered water, natural gas, general building maintenance, landscaping, janitorial, and HVAC.*

**23-0267          COMMISSIONER REPORTS**

Commissioners shared information of their choosing within the guidelines as established by the Board, which included, but not limited to, past and/or upcoming events.

**ADJOURNMENT**

Motion was made by Commissioner Meier seconded by Commissioner Altman and unanimously carried (9-0) that there being no further business to come before the Board that the meeting be adjourned.

Meeting was adjourned at 8:09 P.m.

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Kristine M. Smith, Clerk to the Board

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George Dunlap, Chair