

**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 6:01 p.m. on Tuesday, November 19, 2024.

**ATTENDANCE**

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

**Absent:** Commissioner Patricia "Pat" Cotham  
Clerk to the Board Kristine M. Smith

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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.

- 23-0586** Commissioner Leake
- 23-0613** Commissioner Leake
- 23-0633** Commissioner Leake
- 23-0635** Commissioner Leake
- 23-0638** Commissioner Leake
- 23-0643** Commissioner Leake
- 23-0680** Commissioner Rodriguez-McDowell

**STAFF BRIEFINGS – N/A**

**23-0614                      CLOSED SESSION**

Motion was made by Commissioner Griffin, seconded by Commissioner Altman, and unanimously carried to go into Closed Session for the following purpose(s): Land Acquisition, Consult with Attorney, Discuss Business Location and Expansion

*The Board went into Closed Session at 5:24 p.m. and came back into Open Session at 5:50 p.m.*

*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 Chair Dunlap, followed by the Pledge of Allegiance to the Flag; after which, the matters below were addressed.*

**AWARDS/RECOGNITION –**

**24-0617      PROCLAMATION – ZETA PHI BETA SORORITY, INC, ~ DELTA ZETA CHAPTER 90<sup>TH</sup> ANNIVERSARY**

*Background: Zeta Phi Beta Sorority, Incorporated is an international community service driven organization founded on January 16, 1920. On December 4, 1934, the Delta Zeta Chapter was chartered in Charlotte, North Carolina. For 90 years the women of Delta Zeta Chapter have worked tirelessly to provide critical services and support to the communities in Charlotte-Mecklenburg through educational programs, civic advocacy, health and wellness resources, volunteering, and the Zetas Helping Other People Excel program. This proclamation is to recognize and congratulate Zeta Phi Beta Sorority, Incorporated, Delta Zeta Chapter on its 90th year of service in Charlotte-Mecklenburg.*

Chair Dunlap read the proclamation.

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried to adopt a Proclamation declaring December 4, 2024, as Zeta Phi Beta Sorority, Inc. ~ Delta Zeta Chapter Day.

Delta Zeta Chapter President Syreeta Atiase accepted the proclamation and made remarks.

# Mecklenburg County North Carolina Proclamation

**WHEREAS**, Zeta Phi Beta Sorority, Inc., is an international community service driven organization that was founded on January 16, 1920 in Washington, D.C. on the campus of Howard University by five collegiate women; and

**WHEREAS**, one of the five founders, Pearl Anna Neal of Zeta Phi Beta Sorority, Inc., was born in Charlotte, North Carolina and is buried at York Memorial Park; and

**WHEREAS**, on December 4, 1934, Ethel Butler, Thelma Harris Hunt, Lucille Robinson, Laura Davidson Rollings, and Sarah Scott Schofield chartered the Delta Zeta Chapter a Graduate Chapter of Zeta Phi Beta Sorority, Inc.; Charlotte, NC; and

**WHEREAS**, guided by their core values of scholarship, service, sisterhood, and finer womanhood, for the past 90 years the women of Delta Zeta Chapter have worked tirelessly to provide critical services and support to our communities in Charlotte; and

**WHEREAS**, the women of the Delta Zeta Chapter continuously demonstrate their commitment to community service by organizing educational enhancement programs at local schools across grade levels, volunteering at the Ronald McDonald House of Charlotte, social and civic advocacy, and providing health and wellness resources to the Charlotte community through Zetas Helping Other People Excel program (Z-HOPE); and

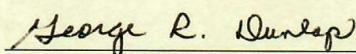
**WHEREAS**, a further testament to the Delta Zeta Chapter is their passion for meeting relevant needs and uplifting their communities, through their Youth Affiliate Groups mentoring young girls ages 4-18 years old, demonstrating leadership, ideals of scholarship, positive sisterly relationships and community service; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mecklenburg Board of County Commissioners recognize and congratulate Zeta Phi Beta Sorority, Inc., Delta Zeta Chapter on its 90<sup>th</sup> Year of Service in Charlotte, North Carolina and does hereby proclaim December 4, 2024 as

**“ZETA PHI BETA SORORITY, INC.~ DELTA ZETA CHAPTER DAY”**

in Mecklenburg County and encourage all citizens to join us in this special observance.

This 19<sup>th</sup> day of November 2024

  
George R. Dunlap, Chair  
Mecklenburg Board of County Commissioners



### Comments

Commissioner Leake provided reflections on the late Commissioner Ella Scarborough's membership with Zeta Phi Beta. She thanked them for being present tonight.

Vice Chair Jerrell congratulated them and said it was a proud moment. He also highlighted Commissioner Scarborough's membership and past experiences representing the Divine Nine.

### PUBLIC ART MOMENT –

24-0648      Public Art Moment - "Love Never Loses Its Way Home"

*Background: On January 5, 2021, the Board of County Commissioners approved the addition of an agenda topic to the second Regular meeting of the month entitled Public Art Moment. The item, with the help of the Arts & Science Council, will highlight a piece of public art - a different one each month. The purpose of this item is to raise public awareness and appreciation for the tax dollars that are spent on public art each year. This month's featured art piece is called "Love Never Loses Its Way Home" by Monique Luck. This project is located at the Druid Hills Park in District 3.*

Commissioner Griffin gave the presentation on Public Art piece titled "Love Never Loses Its Way Home".

# **Love Never Loses Its Way Home**

Monique Luck  
Druid Hills Park





**24-0648**                      **PUBLIC APPEARANCE**

There were no speakers.

**APPOINTMENTS**

**24-0645**                      **Appointments - Domestic Violence Advisory Committee**

Appointment is needed on the Domestic Violence Advisory Committee to fill one (1) unexpired term expiring April 30, 2027.

*Background: On November 6, 2024, the Board nominated Ineabelle Cruz and Aquill Nicholson for appointment consideration to the Domestic Violence Advisory Board.*

The Board voted as follows:

Ineabelle Cruz – Chair Dunlap, Commissioners Leake, Meier, Rodriguez-McDowell, Jerrell, Powell, and Griffin

**24-0646**                      **Appointments – Arts and Science Board of Directors**

Appointments are needed on the Arts & Science Board of Directors to fill four (4) terms.

*Background: On November 6, 2024, the Board nominated Patrick Diamond, Janna Harris, Marcie Kelso, Luis Tochiki, Liliana Wendorff, and Shane Wilson for appointment consideration to the Arts & Science Board of Directors.*

*The Board of Directors shall be structured as follows:*

*Seventeen (17) Board Members: 7 appointed by the County Commission, including one representing the northern towns and one representing the southern towns; 5 appointed by Charlotte City Council; 3 appointed by Foundation for The Carolinas; and 2 appointed by the Grants Committee.*

*To satisfy IRS requirements, all board members will be ratified by the Foundation For The Carolinas (FFTC).*

The Board voted as follows:

Patrick Diamond - Chair Dunlap, Commissioners Meier, Rodriguez-McDowell, Jerrell, and Griffin

Janna Harris - Commissioner Altman

Marcie Kelso - Chair Dunlap, Commissioners Altman, Meier, Rodriguez-McDowell, Jerrell, Powell, and Griffin

Luis Tochiki - Chair Dunlap, Commissioners Altman, Meier, Rodriguez-McDowell, Jerrell, Powell, and Griffin

Liliana Wendorff - Chair Dunlap, Commissioners Altman, Meier, Rodriguez-McDowell, Jerrell, Powell, and Griffin

Patrick Diamond, Marcie Kelso, Luis Tochiki, and Liliana Wendorff were appointed.

**24-0661 Appointments – Board of Equalization and Review**

Appointments are needed on the Board of Equalization and Review to fill three (3) three-year terms expiring March 31, 2027.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Griffin, and unanimously carried, to appoint Bryan Llewellyn, and William Jenkins on the Board of Equalization and Review to fill three (3) three-year terms expiring March 31, 2027.

*Background: On September 17, 2024, the Board nominated the following candidates: Bryan Llewellyn, William Jenkins, Melvin Thompson, Queen Thompson, and Linda Webb. Linda Webb withdrew from appointment consideration.*

*Per Board policy, the Ad-Hoc Interview Committee interviewed the nominees on Tuesday, November 12, 2024. At the conclusion of the interviews, the Ad-Hoc Committee chose two nominees to recommend to the full Board.*

*The Ad-Hoc Interview Committee was comprised of the following Commissioners: Mark Jerrell (Chair) and Elaine Powell.*

The Committee completed two (2) out of the four (4) interviews. After the interviews, the committee recommends to the full Board the appointment of William Jenkins and Bryan Llewellyn for a three-year term expiring March 31, 2027.

The Committee also recommends that the Clerk continue to advertise for the additional vacancy and contact the nominees who did not complete their interview. Interested candidates should submit applications through the Clerk's Office Advisory Board webpage.

**PUBLIC HEARINGS – N/A**

**ADVISORY COMMITTEE REPORTS**

**24-0632 Park and Recreation – Annual Report**

The board received an annual report of the park and recreation commission.

*Background: The Board's Appointment Policy states all Committees must report at least annually to the Board of County Commissioners on their activities. Reports can be submitted to the Clerk to the Board for distribution to the Board in writing or for formal presentation at a Regular Board Meeting.*

Kipp Kiser, Rufus Kearney, and Cowden Rayburn of the Park and Recreation Commission gave the presentation.



## Menu of Annual Report

- Economic Development Review
- Importance of Funding Land Acquisitions
- Fix what is broken first/Reinvestment
- Encourage additional funding of operations at Park and Rec (Operational Needs Assessment)
- Encourage more balance in the types of projects for funding of CIP 2030
- Encourage additional programming for seniors, children, therapeutic and inclusive recreation
- Accelerate Master Plan Revision
- Identify projects that have been funded in the CIP
- CIP 2030 possibilities
- Projects on wish list from residents:
  - I.e. swimming pools, regional recreation centers, community regional recreation centers, and new parks



## Economic Development

Investments made to local parks, facilities, nature preserves and greenways not only raise the standard of living in our neighborhoods but also spark activity that can ripple throughout the economy of Mecklenburg County.

To that statement the bottom line is that our parks, facilities, nature preserves and greenways are a smart financial investment for our community.

Unlike similar sized NC counties that receive funding from State and Federal entities for parks, Mecklenburg County's investment is funded entirely by the BOCC.



## Land Acquisition

Land acquisition is extremely important as land is rapidly disappearing. The PRC believes that the funds allocated to Land Acquisition is a monumental step towards funding our parks and recreation system. The PRC applauds and appreciates this funding decision by the BOCC.

It is critical that the Land Acquisition Team is sufficiently resourced and staffed. The competition for land is significant. The county must be able to capitalize on purchase opportunities when they present themselves.

The BOCC's Environmental Leadership Action Plan (ELAP) guides the activities of County Government and includes the following:

Acquire land for recreation, ecosystem preservation, recycling, storm water management and to protect the quality of life in our community.



## Fix What Is Broken First

On several occasions the PRC has communicated to you our consensus opinion that the BOCC should first insist on **REPAIR**, **REPLACEMENT**, and **REINVESTMENT** in greenways, parks, and facilities before authorizing spending and investments in new projects.

This is the priority of the PRC.



## Balance in Project Funding

The PRC supports the policy of a balance in types of projects funded in the CIP.

There is also a consensus on the PRC that limited progress has been made for new parks and facilities in the underserved areas.

In other words, **PARK DESERTS** remain.

Everyone deserves a great park.



### **Additional Analysis of Operational Needs Assessment for Projects**

It has come to the attention of the PRC that Park & Rec is insufficiently staffed and as such, new projects coming online may not have been provided with adequate staff.

In addition, the Park and Recreation Department has not recovered from the reduction in workforce that occurred after the Great Recession.

We advise the BOCC to encourage an analysis of a bottoms up unconstrained operational needs assessment.



### **Additional Programming for Therapeutic and Inclusive Recreation**

The PRC encourages the BOCC to investigate the needs for additional funding for Therapeutic and Inclusive Recreation.

We advise the BOCC to request an assessment from staff.

## **The Park and Recreation Master Plan Revision Needs to Be Addressed Now**

The Park and Recreation's Master Plan, known as the Meck Playbook, is undergoing its scheduled update in 2025 and 2026.

The PRC has formed a subcommittee to give P&R staff active assistance in this update effort.

The PRC's goal is to make sure that, in our liaison role, we can urge the public to participate in this update process and bring as many voices to bear as possible so that the final product is as representative of the County's priorities as possible.

We also want to make sure that the update highlights the immense progress P&R has already made towards the goals established in the Meck Playbook and shines a light on the outstanding items to underpin future budget requests.

We urge the members of the BOCC to encourage their constituents to participate and participate themselves in this update process.

Please let the PRC know if you'd like more information on what this participation would look like.

## Wish List Requests from Mecklenburg County Residents

- Bring all existing parks to Good or Excellent Condition
- Additional Community Recreation Centers (5 to 7 needed)
- Additional Regional Recreation Centers (2 more were originally proposed)
- Nature Preserve Completion
- New County Swimming Pools (Indoor and Outdoor)
- Greenway and Trails Completion
- Additional Parks in Underserved Areas
- Additional Sportsplexes
- Meck Aquatic Center Addition
- Grady Cole Center Replacement
- Additional Children's Athletic Fields
- Indoor Running Track
- Land Acquisition \$50 Million per year



FY 24-29 Park and Recreation Capital Improvement Plan		Total Ranking
<b>PK0001</b>		
Boyle Park-Condition	\$1,311,014	
Chasing Creek Road Park and Freedom Park	\$4,646,453	
Eastview Park	\$8,165,304	
Eastford Park	\$1,731,528	
Field Park	\$4,343,443	
Field Park	\$7,314,427	
Home to Montara School Recreation Center	\$1,129,544	
Philly Road Park	\$5,139,507	
Shag Creek Greenway - Fortham Road to McDaniel Farms Drive	\$14,591,467	
Twelve Hills Recreation Center	\$3,650,279	
		<b>\$66,828,127</b>
<b>PK0002</b>		
Armed and Dangerous	\$11,408,400	
Barwell House Preserve	\$7,336,000	
Blue Creek Greenway - Central Avenue to Marine Road	\$11,127,249	
Boyle Park	\$6,642,153	
Boyle Park	\$1,458,072	
Boyle Park	\$19,091,860	
Boyle Park	\$18,877,517	
Boyle Park	\$11,781,069	
Boyle Park	\$7,451,937	
Boyle Park	\$6,876,719	
Boyle Park	\$7,093,148	
		<b>\$108,631,963</b>
<b>PK0003</b>		
Armed and Dangerous	\$11,828,249	
Boyle Park	\$7,369,517	
Boyle Park	\$10,791,134	
McAlpine Creek Greenway - Addition Road to Central Road	\$9,753,841	
McAlpine Creek Greenway - Hill Rd to McAlpine Creek City/Carroll Rd	\$7,046,828	
Park Access Improvement	\$17,090,129	
South Pointe Park, Creek, Greenway - N. Chapel St to Asbury Chapel Rd	\$14,907,174	
Lockwood Park and Recreation Center	\$8,779,261	
		<b>\$112,523,354</b>
<b>PK0004</b>		
Armed and Dangerous	\$12,368,159	
Boyle Park	\$22,796,263	
Four Mile Creek Greenway - Scituate Place to Johnston Road	\$11,984,000	
McAlpine Creek Greenway - McAlpine Creek Dr to David Taylor Drive	\$7,489,153	
Boyle Park	\$889,453	
		<b>\$63,072,862</b>
<b>PK0005</b>		
Armed and Dangerous	\$12,868,117	
Camden Creek Greenway - Campbell Creek Park to Longport Creek Greenway	\$19,776,644	
Four Mile Creek Greenway - Lakeview Dr to McAlpine Creek Greenway	\$14,528,245	
McAlpine Creek Greenway - Hill Rd to McAlpine Creek City/Carroll Rd	\$12,272,844	
Norwood Creek Greenway - Condit Road Road to McAlpine Creek Greenway	\$6,288,133	
		<b>\$85,984,002</b>
<b>PK0006</b>		
Boyle Park	\$5,071,243	
Boyle Park	\$4,949,848	
Boyle Park	\$19,344,645	
Boyle Park	\$8,408,169	
Boyle Park	\$1,070,867	
Boyle Park	\$11,747,447	
Boyle Park	\$14,834,842	
Boyle Park	\$6,714,617	
Boyle Park	\$4,443,002	
Boyle Park	\$932,245	
Boyle Park	\$2,243,144	
		<b>\$60,023,086</b>
		<b>Grand Total \$497,063,394</b>

## FY 24-29 Park and Recreation Capital Improvement Plan

## CIP 2030 Possibilities

Original Ranking	Project Description	Project Type
39	Irwin Creek (Hamilton to Ray's Splash Planet)	Greenway
41	McAlpine Creek Greenway (Providence Rd to Colony Rd)	Greenway
45	Back Creek	Greenway
46	Camp Greene Park	Trails and Park
55	Oak Hills Park	Park
44	East Charlotte	Park (Partners for Parks)
60	Cullman Avenue Park	Park
40	Stewart Creek Tributary	Greenway
70	Bradford Park	Park
78	Harrisburg Sportsplex	Park
27	CMS Middle School Athletic Facilities	Fields

**220** ATHLETIC FIELDS

**430+** MILES OF TRAILS & GREENWAYS

**MECKLENBURG COUNTY PARK AND RECREATION**

WE HAVE OVER **22,500** ACRES OF PARKLAND

**131** PLAYGROUNDS

**290+** PARK PROPERTIES

**100** PICNIC SHEETERS & INDOOR PAVILIONS

**103** BASEBALL COURSES

**133** TENNIS COURSES

**41** VOLLEYBALL COURSES

**13** DISC GOLF COURSES

**55** FOOTBALL COURSES

**6** SOFTBALL FACILITIES

**3** SKATE PARKS

**10** INDOOR FITNESS AREAS

**28** CYCLING AREAS

**5** NATURE CENTERS

**29** RECREATION CENTERS

**21** COMMUNITY GARDENS

**48** HISTORIC SITES

**14** FISHING PIER

**9** STAFF GROUNDS

**5** BOAT LAUNCH AREAS

**11** POOLS

**10** DOG PARKS

**18** MILES OF HORSEBACK RIDING TRAILS

**UNIQUE FACILITIES**

FRISBEE GOLF MAX BIKE TRACK

REVOLOUTION PARK SPORTS COMPLEX SCUBA DIVE

MECKLENBURG COUNTY AQUATIC CENTER

DAVID & WELBYER MODEL AIRPLANE FLYING FIELD

GRAND OAK COURSE & AMERICAN LEITCH MEMORIAL STADIUM

JAMBLE CREEK TRAILS

MOTORWELL CAMPGROUND

ST. MARYS CHAPEL

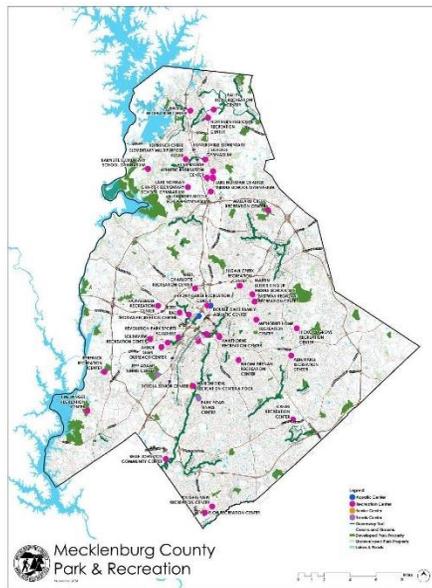
BAY'S SKATE PARKS

**FIND OUT MORE**

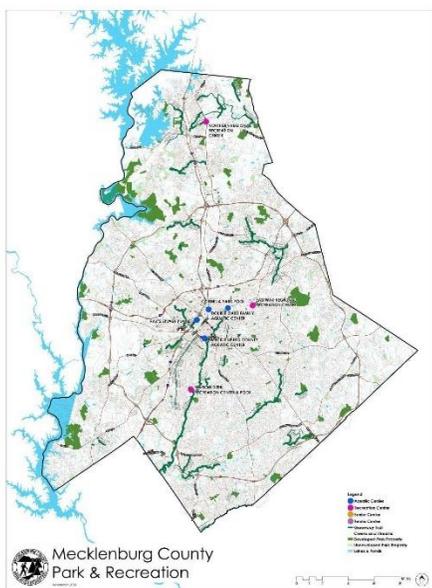
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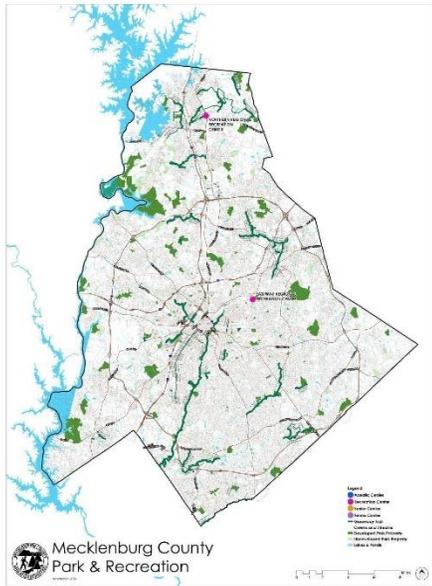
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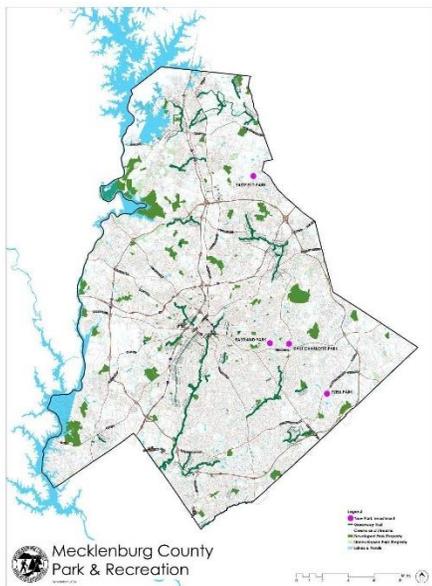
## Community Recreation Centers



## Swimming Pools

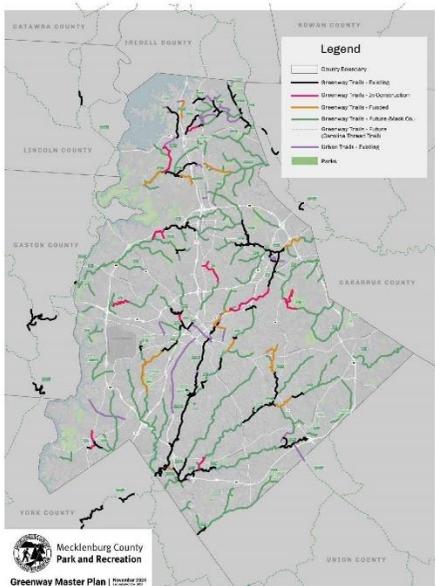


## Regional Recreation Centers

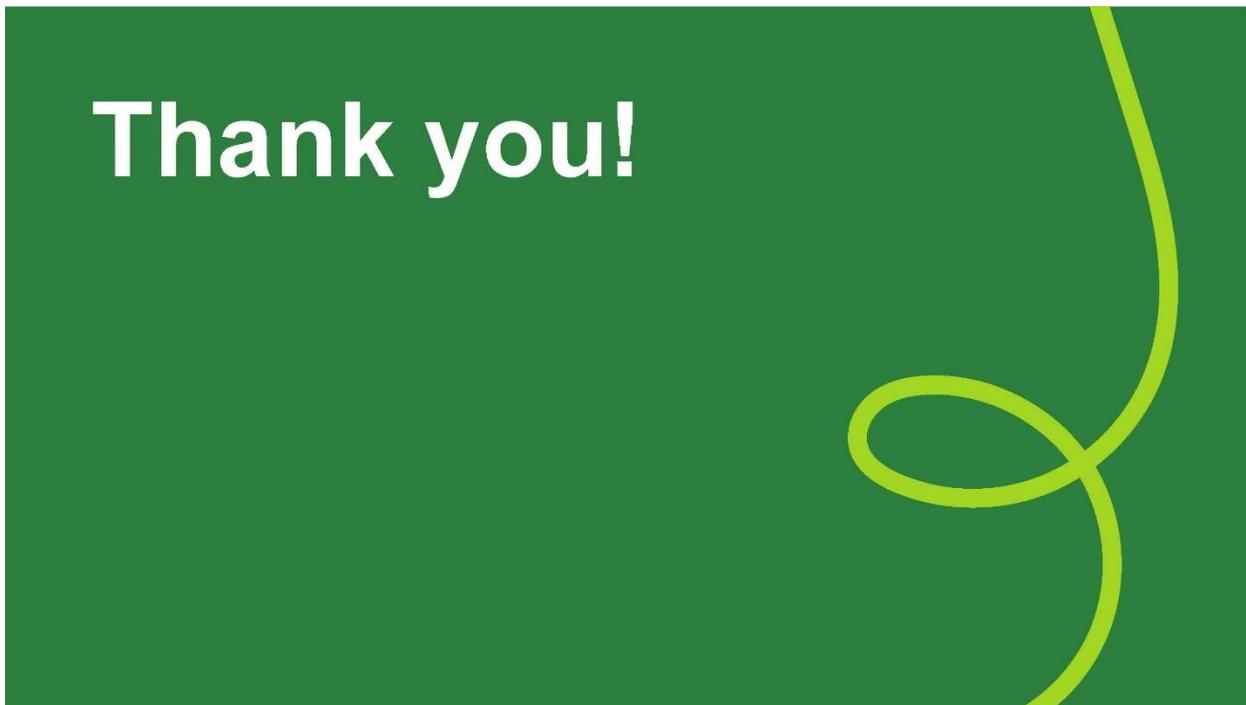


## New Parks

- Eastfield Park
- Eastland Park
- East Charlotte Park
- Ezell Park



## Greenways



### Comments

Commissioner Meier thanked the presenters and said recreational centers were very popular and extending greenways and parks was important.

Commissioner Rodriguez-McDowell thanked the presenters.

Commissioner Altman thanked the presenters and said she would like to see where they stood regarding the underserved communities, their equity analysis, and their ranking. *Deputy County Manager Dr. Leslie Johnson said they were moving forward with financial direction having a role in CIP. She said each year, they tried to find park amenities they could enhance, whether it be upgraded or added. She said low-ranked amenities were targeted first. She said they were focusing on tiers of areas of focus, competition with private sectors, and making processes based on resources made available.*

Commissioner Leake said when she was asked to be part of the committee to determine who would get the contracts to enhance the parks, she wanted more than a bench for senior citizens. She said they were more active than that and additions needed to be more than just things

November 19, 2024

intended for young men. She said many parks in various neighborhoods were not maintained and had nefarious company. She thanked the presenters.

Commissioner Powell thanked the presenters and said she was eager to help them but would have to be patient with time and budgeting. She said she liked the idea of pulling up asphalt because land was limited and appreciated them talking about their operational needs assessment. She said parks and recreation were often undervalued and commended the presenters.

Commissioner Griffin thanked the presenters and said he liked the data-driven presentation. He said citizens deserved quality facilities. He said they had a rolling CIP, and their presentation would really help them going forward.

Vice Chair Jerrell thanked the presenters and said he liked the direct connection between parks and economic development. He said the parks had done great to provide for seniors thus far, but they really needed to increase their efforts. He said that while evaluating the future trends with seniors becoming more active, their need for senior-friendly amenities was transparent.

Chair Dunlap thanked the presenters and wanted to share information with the community. He said when the community talked about what should be happening, but they didn't see it happening, it suggested to him that not a lot of people participated in, or know anything about, Meck Playbook, which was the Board's plan to address parks and recreation. He said the plan has existed for a while, they were following the plan, and suggesting the Board spend more money on parks and recreation was asking them to increase the communities' taxes. He said the community needed to get involved so people could hear what they had to say, and they could do a better job addressing their needs if they spoke up.

#### **24-0641 Information Services & Technology Committee – Annual Report**

The Board received an Annual report of the Information Services Technology Committee.

*Background: The Board's Appointment Policy states all Committees must report at least annually to the Board of County Commissioners on their activities. Reports can be submitted to the Clerk to the Board for distribution to the Board in writing or for formal presentation at a Regular Board Meeting.*

Travis Burgess, Chair, and Stacey Jenkins, Vice Chair of the Information Services & Technology Committee gave the presentation.



# Information Services & Technology Advisory Committee

Presented to the Mecklenburg  
Board of County Commissioners  
November 2024

**The Information Services & Technology Advisory Committee serves as an advisory group to the Board of County Commissioners and to review County plans at a conceptual level for major new automated systems with respect to:**

- Adequacy of the system functions to solve the business problem(s) addressed by the system
- Appropriateness of the technical approach utilized
- Availability of adequate hardware, software, communications and personnel
- Advise on how IT is accomplishing goals or approaching challenges
- Provide feedback to the BOCC on IST strategies, implementations and challenges



# Information Services & Technology Advisory Committee

- **Alignment and responsiveness:** Ensure IT investments are aligned with County objectives. Provides transparency and ensures resources are spent accordingly.
- **Objective decision making:** IT professionals from the community offer expertise in areas such as cyber security, technology applications, resource balancing, risk management and accountability of resources and objectives.



## 2024 ISTAC – Talent Matrix

Name	Strategy & Planning	Service Development	IT Security Services	IT Quality Services	Engineering & Tech Svcs	IT Business Operations	County Commission District
<b>Travis Burgess, Chair</b>	●				●	●	6
Stacey Jenkins, Co-Chair	●	●	●		●	●	5
Terry Ziemniak	●	●	●		●	●	6
Andrew Blake	●	●			●	●	6
Johnathan Gorke	●				●		6
Henan Li	●	●			●	●	3
Blake Van Leer	●	●	●	●	●	●	6
Philip Jordan	●	●		●		●	1
Sean Mason			●		●		3
Shvetketu Pandya	●	●	●	●	●	●	2
Mkythili Banka	●	●			●	●	5
Vacant							

## ISTAC Members

**Travis Burgess, Chair**  
Bank of America  
SVP, Portfolio Delivery Manger



**Stacey Jenkins, Vice Chair**  
US Bank  
VP Risk & Compliance



**Philip Jordan**  
Hearst Tec. Svcs.  
Hardware Asset and Configuration Mngr.



**Andrew Blake**  
Opening Bell Ventures  
Managing Director



**Terry Ziemniak**  
TechCXO, Partner  
Cybersecurity Executive



**Blake Van Leer**  
Proto AI, SG Benefits,  
MyBLVD  
Partner



**Henan Li**  
Alteryx  
Resident Consultant



**Shvetketu Pandya**  
AT&T  
Sr RAN Design Engineer



**Mythili Banka**  
Egen Solutions  
Sr. Assoc Director



**Johnathan Gorke**  
Hyconix, Inc.,  
Lead Engineer



**Sean Mason**  
Blueline Technologies  
Sr Systems Analyst  
Sr Network Engineer



**Vacant**

# ITS Strategic Planning

## FY23-FY25 Goals

- 1. Protect and Secure County Technology:** Improve system security, data security and disaster recovery capabilities to provide the County with a trusted technology platform for its critical business operations.
- 2. ITS Operational Excellence:** Improve the IT capabilities critical to the County’s future: Enterprise Master Data Management and Enterprise Architecture, Software Development, Integration & Testing, and IT Service Management. Maintain Evergreen IT Refresh.
- 3. Build a Resident Responsive Platform:** Establish a technology architecture composed of essential building blocks needed for future County initiatives by simplifying, integrating and reducing redundancy where applications, data, and enabling platforms in the current technology portfolio can be expanded to provide enterprise-wide capabilities.
- 4. IT Vendor Risk Management:** Establish discipline that ensures the use of external service providers, IT vendors and other third parties does not create an unacceptable potential for business disruption or a negative impact on business performance.
- 5. Equity and Inclusion:** In partnership with the Office of Equity & Inclusion, create department-specific equity vision, align department goals and objectives to the Equity Action Plan and identify equity-centered outcome measures.

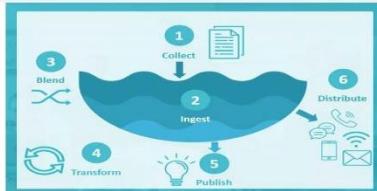


## Mecklenburg County IT Services Strategic Themes: FY2026 – FY2028



### Applications Theme: Cloudification

- Conversion of applications, data storage, and compute cycles to leverage cloud computing for expanded high-availability and disaster recovery capabilities.
- Leverage vendor software as a service or Microsoft Dynamics for custom/hybrid solutions.



### Data Theme: Data Lakehouse

- Leverage Azure data lake as a centralized repository allowing County to store all structured and unstructured data at any scale.
- Provides ability to store required data as-is, without having to first structure the data.
- Provides different types of analytics— from dashboards and visualizations to big data processing, real-time analytics, and machine learning to guide better decisions.



### Network Theme: Highly Available & Zero Trust Security

- Provide County with highly available, “always on”, secure network that provides protection of the underlying networking infrastructure from unauthorized access, misuse, or theft.
- It involves creating a secure infrastructure for devices, applications, and users to work in a secure manner.



## 2024 ISTAC Meeting Topics

Topics	Month
Voice of the Customer	January
FY2025 Budget Retreat Review	February
AI Artificial Intelligence included Responsible AI – ISTAC Presented – Andrew Blake	March
Resiliency – Infrastructure, Business, Outage Handling, Availability & Failover	April
Group Discussion: Committee Business and Prep for Panel Discussion	May
FY Tech Reserve Approved Projects	July
Data Lakes and Cloud Evolution/Strategy	July
Panel Discussion via Q&A with ISTAC and IST	August
Cybersecurity Updates - ISTAC Presented – Terry Ziemniak	September
Cybersecurity Updates – IST Presented – Stephanie Smith	October
ISTAC Prep for BOCC November Meeting	October
Group Discussion on Audits	November



# ISTAC Oversight

## ISTAC provided the following oversight:

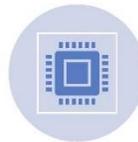
1. ISTAC Committee continued to meet virtually and in-person throughout 2024 to advise Mecklenburg County ITS on priorities and budget proposals.
2. Education and Industry trends on:
  - A. IT Governance
  - B. Generative AI Opportunities and Risks
  - C. Data Management, Quality, and Access
  - D. Cyber Security



# 2024 ISTAC Observations



ITS provides excellent IT services and adjusts priorities as needed through the FY2025 Tech Reserve process.



ITS is beginning to explore AI usage to improve process efficiency and benefit Mecklenburg residents.



ITS continues to prioritize the evolving cybersecurity landscape, addressing emerging threats to government entities and their potential impact on Mecklenburg County's IT infrastructure. This includes safeguarding data, protecting assets, and ensuring residents have reliable access to accurate information.



ITS ensures Resiliency by promptly addressing vulnerabilities, conducting quarterly exercises, and tiering applications for architecture considerations.



# ISTAC Engagement Enhancements



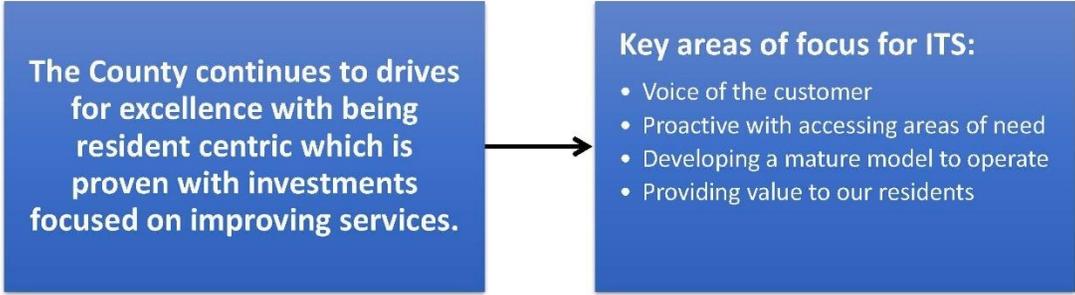
In-Person Panel Discussion was convened during the August 2024 ISTAC Meeting , where ITS resources were able to pose questions to the ISTAC members ranging on subjects including Portfolio Management, Data Management, Information Security, and Artificial Intelligence (AI). Insightful information was shared with ITS from the ISTAC members.



In 2024, ISTAC members presented two industry standard presentations on AI and Cybersecurity during March and September meetings respectfully, which included information on real world examples of utilization of solutions and best practices.



# Drive for Excellence



# Focus for the Future

-  Mature business process inventory to support portfolio risk assessments and resiliency planning.
-  Continue to prioritize Software as a Service (SaaS) and commercial, off the shelf software (COTS) to minimize diversity in the technology portfolio.
-  Develop a comprehensive AI approach on meeting the needs of our residents, while ensuring the current safeguards of data protection and data management remain at the forefront.




**THANK YOU**

Information Services & Technology Advisory Committee (ISTAC)

**Comments**

***Commissioner Altman left the dais at 7:02 p.m. and returned at 7:04 p.m.***

Commissioner Rodriguez-McDowell thanked the presenters and asked if they could explain what they meant by “The voice of a customer.” *Mr. Burgess said the customers were the residents.*

Commissioner Rodriguez-McDowell asked if slide 6 referred to the County website being more user-friendly. *Mr. Burgess said they meant that it could be more accessible across the board.*

Commissioner Meier thanked the presenters and said she appreciated them telling her that AI could be beneficial.

Vice Chair Jerrell thanked the presenters and asked if anyone had discussed the environmental impacts of implementing AI and its energy consumption. *Mr. Burgess said they would update them on that. Ms. Jenkins said they saw significant new information and a push for nuclear energy.*

Commissioner Powell thanked the presenters and said she wanted to understand what they were doing to avoid becoming a concentrated risk and asked them to discuss that further. *Ms. Jenkins said it was when they relied too heavily on one vendor. She explained ways to address that and said they needed to be aware. She said she wasn't sure if Mecklenburg County necessarily had a threat. Mr. Burgess said they had to be thorough when jumping, as they were a government entity.*

Commissioner Altman thanked them and said she was pleased the resident appointees were doing well and thanked them for the collaboration with their IT department to keep them safe.

Commissioner Griffin thanked the presenters and agreed with his fellow Commissioners.

Chair Dunlap thanked the presenters and asked what the risk to Mecklenburg County was for someone to have two phone numbers on one phone. *Mr. Burgess said he would follow up with a response. Shvetketu Pandya, AT&T Senior RAN Design Engineer, said he didn't think there would be a risk if Mecklenburg County had two-factor authentication. Mr. Burgess said that due to policy, they needed to have two separate phones because, in the instance of hacking, they would have both the County and their personal information available in one attempt.*

**MANAGER'S REPORT**

**24-0660      DreamKey Partners, inc. – YWCA Grounds for Change Affordable Housing**

The Board was asked to adopt a resolution authorizing the county manager to negotiate and execute an agreement with DreamKey Partners, inc. And develop terms and conditions under which Mecklenburg County would grant \$2,500,000 towards the overall project costs of construction. Eight (8) affordable rental units at grounds for change will be restricted for county/housing collaborative tenant referral.

*Background: The YWCA Grounds for Change affordable housing project is an 80-unit apartment community serving households 30-60% AMI and below. It is located on the campus of the YWCA located at 3416 Park Rd., Charlotte, NC.*

*Approval of this item will authorize the County Manager to negotiate and execute an agreement with DreamKey Partners, Inc. to provide a \$2,500,000 grant to the project with eight (8) units restricted for County referral for the initial 30-year affordability period.*

November 19, 2024

The funding will be restricted for use by DreamKey Partners to make a 20-year deferred loan of \$2,500,000 to the project at 0% interest.

- Property owners must implement a long-term 30-year deed restriction on the property designating 100% of the units to be affordable to households at 60% AMI and below. 17 units will be set aside for households earning 30% AMI and below and 63 units will be set aside for households earning 60% AMI and below.
- Approval of the recommended funding will provide a grant at closing of the construction loan for the property to be funded on a reimbursement basis.

Julie Porter, President of DreamKey Partners, gave the presentation.

## Request to Mecklenburg County

### \$2,500,000 Request

- Mecklenburg County will make grant to DreamKey Partners.
- DreamKey Partners will use the grant to make a deferred loan to Grounds for Change project at 0% interest for 20 years of \$2,500,000.
- DreamKey Partners will make a commitment to set aside 8 units for County referrals at the Grounds for Change property. All set-aside units will be from 30-60% AMI and below and will be based on the bedroom type needed by the individual household.

10

## High Cost/Gap Factors

### SITE-SPECIFIC HIGH COST AND GAP

- The YWCA will remain open during construction with the apartments being built the front half of the property. This increased overall cost to stage construction in phases.
- Site modifications such as replacing driveways and parking (\$1.35M), adding fill dirt (18,000 cubic yards, \$800,000), and installing underground stormwater storage (\$750,000) increased costs over a typical development.
- Overall, site-specific modifications added \$3.3 Million (\$41,250/unit) to the project.
- The gap was also increased by the low AMI (30% AMI and under and 60% AMI and under) targeting which is not typical of new developments.



**Despite substantial savings resulting from the redesign, several site-specific restrictions increased project costs due to the need to build a level site and work around existing structures.**

9

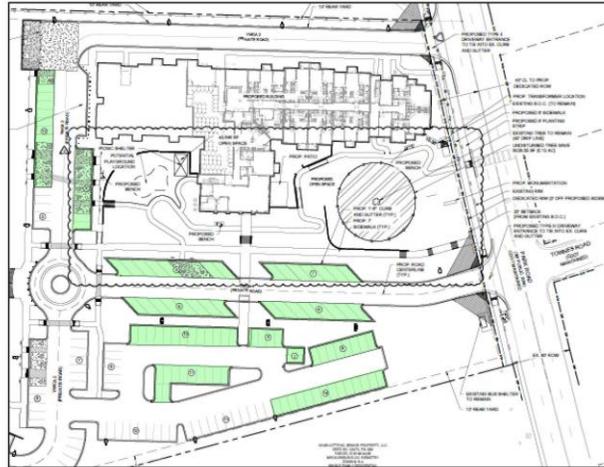
## High Cost Factors

**REDESIGN:**

The 24-unit building was removed to allow for surface parking, eliminating the need for costly structured parking. This resulted in approximately \$63,000 per unit in savings.

However, this change incurred additional design and due diligence costs of about \$400,000 (\$5,000 per unit).

Net cost savings was approximately \$58,000 per unit.



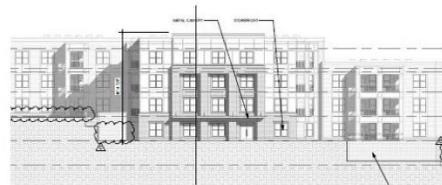
Current Site Plan

8

## High Cost Factors

**INITIAL DESIGN:**

- Grounds for Change was initially designed in 2020
- Originally planned to offer 104 housing units across two buildings
  - 24 townhomes and flats in one building
  - 80 units in one building with structured parking
- COVID-related construction cost increases due to supply chain issues and labor shortages rendered the project financially unviable with hard construction cost exceeding \$400,000 per unit compared to the current average hard cost per unit for LIHTC projects of \$270,000-280,000.
- DreamKey Partners and the development team began working to find cost-saving solutions including a redesign of the project.



7

## Sources and Uses

USES		SOURCES	
Acquisition	\$ 70	LIHTC	\$ 11,985,564
Hard Costs	\$ 27,002,068	First Mortgage	\$ 5,400,000
Hard Cost Contingency	\$ 1,350,103	City of Charlotte	\$ 6,500,000
A&E Costs	\$ 1,235,525	Truist Low Interest Loan	\$ 1,600,000
Other Soft Costs	\$ 1,184,747	YWCA Subordinate Debt	\$ 5,200,000
Financing Costs	\$ 3,041,907	DreamKey Partners	\$ 1,750,000
Reserves	\$ 293,340	DreamKey Deferred	
Developer Fee	\$ 1,404,000	Developer Fee	\$ 576,196
		<b>TOTAL COMMITTED SOURCES</b>	<b>\$ 33,011,760</b>
		<b>DEFICIT/GAP</b>	<b>\$ 2,500,000</b>
<b>TOTAL USES</b>	<b>\$ 35,511,760</b>	<b>TOTAL NEEDED SOURCES</b>	<b>\$ 35,511,760</b>

6

## Unit and Affordability Mix



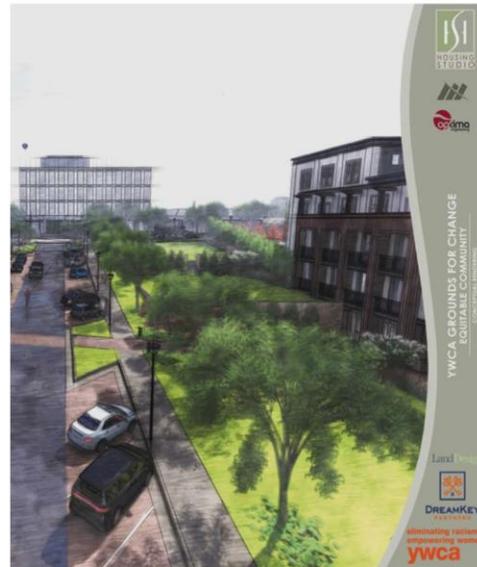
Unit Type	Total	30% AMI	60% AMI
1 Bedroom	53	11	42
2 Bedroom	21	4	17
3 Bedroom	6	2	4
TOTAL	80	17	63
		21%	79%

AMI = Area Median Income. Units are available to individuals and families at or below the stated AMI level.

5

## Grounds for Change at YWCA

Location	3416 Park Road
Units	80
Type	Multifamily Rental
Unit Mix	1, 2 and 3BR
AMI Mix	30% AMI (17 units) and 60% AMI (63 units)
Closing Date	4 <sup>th</sup> Quarter 2024



4

## Grounds for Change at YWCA Project Overview



**DREAMKEY**  
PARTNERS

- YWCA Central Carolinas has a long-standing commitment to housing services, offering transitional housing and programs for women and families at its Park Road campus.
- In 2020, YWCA expanded this commitment by partnering with DreamKey Partners, Inc. to develop part of its property into high-quality, affordable apartment homes.
- This new community aims to serve families earning 30% to 60% of the Area Median Income (AMI), furthering YWCA's mission to provide accessible housing solutions.

3

## Who We Are

DreamKey Partners is a private, nonprofit organization formed by civic leaders in 1989 to expand high-quality affordable and well-maintained housing and promote neighborhoods.

**OUR MISSION:**  
Our mission is to transform lives, communities, and what is possible through affordable housing.

**OUR VISION:**  
Our vision is thriving communities where everyone has an opportunity to succeed.

## DreamKey Partners/YWCA Grounds for Change

Request for funding presented to the  
Mecklenburg Board of County Commissioners  
November 19, 2024



**RESOLUTION OF THE MECKLENBURG COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE TERMS AND CONDITIONS AND EXECUTE AN AGREEMENT WITH DREAMKEY PARTNERS, INC. TO CONSTRUCT AN AFFORDABLE HOUSING APARTMENT COMMUNITY UNDER WHICH THE COUNTY WOULD ALLOCATE \$2,500,000 IN GRANT FUNDS WITH AFFORDABILITY RESTRICTIONS FOR 30 YEARS.**

**WHEREAS**, there is a shortage of affordable housing within the Charlotte Mecklenburg community; and

**WHEREAS**, DreamKey Partners, Inc. is a North Carolina nonprofit corporation founded in 1989, whose mission is to develop affordable housing, create vibrant communities and provide opportunities for strong futures, and whose vision is for thriving communities where everyone has an opportunity to succeed through affordable housing; and

**WHEREAS**, The Housing Collaborative (~~fka SocialServe~~) is a local community-based 501 (c)(3) non-profit national organization founded in 1999 whose mission is to connect people to affordable housing by providing professional housing location and listing services, assist displaced households in finding new housing, offer “wait list” support to identify availability of units and gather housing data for regions and municipalities across the United States; and

**WHEREAS**, DreamKey Partners, Inc. is building an 80-unit affordable housing community “Community” located at 3416 Park Rd. in Mecklenburg County on the campus of the YWCA; and

**WHEREAS**, DreamKey Partners’ plan for the Community is to develop 80 units of affordable housing with seventeen (17) units available to 30% AMI and below households and sixty-three (63) units available for 60% AMI and below households; and

**WHEREAS**, the goal of DreamKey Partners, Inc. is to allocate eight (8) units in the Community to residents referred by Mecklenburg County and/or The Housing Collaborative; and

**WHEREAS**, DreamKey Partners, Inc. has asked Mecklenburg County to assist in funding for the Community with a grant of \$2,500,000 which will be used to cover the gap/deficit in funding. The project will retain affordability restrictions for 30 years.

---

**NOW THEREFORE, BE IT RESOLVED** the Mecklenburg County Board of Commissioners adopts the Resolution authorizing the County Manager to negotiate and execute an agreement with DreamKey Partners, Inc. to develop terms and conditions under which the County would allocate a total of \$2,500,000 to DreamKey Partners, Inc. for construction of an 80-unit apartment community with a 30-year affordability period and eight (8) rental units allocated for referral by Mecklenburg County and/or The Housing Collaborative.

Adopted the 19<sup>th</sup> day of November

Approved as to Form:

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

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

Comments

Commissioner Meier asked where the money was coming from. *County Manager Diorio said it would either come from their affordable housing fund or be booked as an offset from the future sale of the land on 7<sup>th</sup> and Tryon. She said that when they sold it, it had to be used for affordable housing.*

Commissioner Meier asked if they had contributed to the program. *County Manager Diorio said no, but they were now at the point where they could make it work.*

Commissioner Griffin said they had to pinch it to accommodate the lousy wages from the business community. He said he thought this was a great investment and said he loved wrap-around services but wasn't sure what was available. He said he was interested in upward mobility in terms of having people that moved in at 30% with the potential of moving up to 60% and moving into the private market to become a homeowner. He asked if there was support offered in their plan. *Ms. Porter said they had on-site health care, and DreamKey provided financial and home buyer education. She said they were always looking to partner with other services as well.*

Chair Dunlap said everything Commissioner Griffin mentioned was possible if the Board funded it.

Commissioner Powell thanked the presenter and asked if they had gone to anyone else for funding. Ms. Porter said yes, they had asked multiple agencies. She said they had received an increase from two million to four million from the City. She said they were going to ask for a grant from Federal Home Loan Bank and weren't sure *if they'd get it because it was difficult.*

*Chief Executive Officer Kirsten Sikkelee said DreamKey had taken the lead on government sources and tax credits while YWCA took on private philanthropy. She said the County would be the last piece that they would need.*

Commissioner Powell said it sounded like they supported this but wanted to find evidence of it and who was really stepping up. She asked what the focus on moving people through was. *Ms. Porter said they were trying to move people out of affordable housing to hopefully home ownership.*

County Manager Diorio said DreamKey is partnered with them on the Billingsley Road project which included a homeownership component.

Commissioner Rodriguez-McDowell asked for clarification on pages 7 and 8 if the costs had decreased to accommodate the difference. *Ms. Porter said the difference was removing the structured parking. She said it was more expensive in North Carolina, and due to the amount of concrete needed, it was no longer feasible.*

Commissioner Rodriguez-McDowell said the 30% and 60% AMI was their greatest need in affordable housing and said the strategy was to not concentrate poverty. She asked them to elaborate on other projects working around those statistics. *Ms. Sikkelee said they served women who were transitioning 66 women lived with them at a time who were not experiencing more than 50% AMI. She said they were adding to the affordable housing stock that the City desperately needed. She said they felt it would be hypocritical to create a higher AMI, and although there was a concentration on the front lawn of the YWCA, the neighborhood itself was a high-net-worth neighborhood. She said they had challenges with the topography because it was very sloped and had a large building on it, but the assistance they were receiving was great.*

Commissioner Leake thanked the presenters and said she was concerned with the upkeep of the affordable housing they already had.

**November 19, 2024**

Vice Chair Jerrell thanked the presenters and asked if they had to change the distribution of bedrooms when they had to make changes to their project. *Ms. Porter said they could not alter that building because of zoning policies.*

Chair Dunlap asked if they got the money or if the County did. *Ms. Porter said the general contractor got the money, which would be a forgivable loan from DreamKey to the project.*

Chair Dunlap asked how long they could extend the projected sale of the land on Tryon without it selling. *County Manager Diorio said forever.*

Commissioner Powell asked how much was left in the affordable housing fund. *County Manager Diorio said she wasn't sure, but it was enough.*

**24-0662 American Rescue Plan Act Update**

The Board received as information an update on the Coronavirus recovery funds received in Mecklenburg County from the American Rescue Plan Act (ARPA). The presentation will include an update on unspent ARPA funds and the Clawback provision outlined in each grant recipients' contract.

*Background: On May 10, 2021, the US Department of Treasury announced the launch of the Coronavirus State & Local Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial governments. Mecklenburg County received a direct allocation in the amount of \$215 million from the US Department of Treasury.*

Michael A. Bryant, Deputy County Manager, gave the presentation.



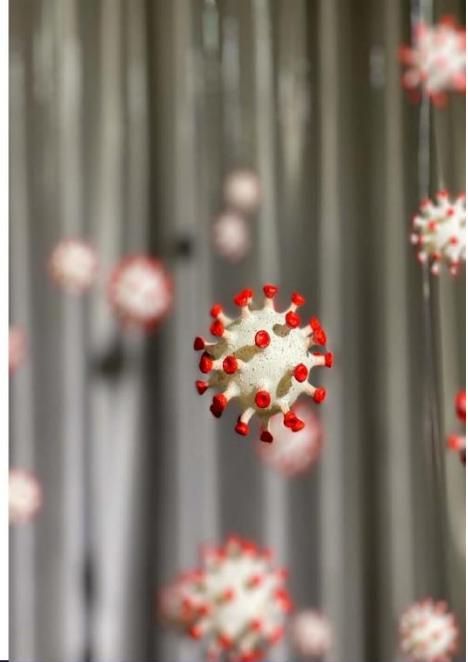
MECKLENBURG COUNTY  
North Carolina



**November 19, 2024**

# Agenda

- **Funding Update**
- **Additional Investments**
- **Contract Extension**
- **Next Steps**



# Funding Update

## Timeline





# Summary of American Rescue Plan Act Funding

\$212.9M Committed  
 1.2M Charlotte Bilingual Clawback  
 1.5M Clawbacks  
**\$215.6M ARPA Grant Award**

Total ARPA Funds Available for Investments:  
 1.2M Charlotte Bilingual Clawback  
 1.5M Clawbacks  
**\$2.7M ARPA Available**

Interest Earned:  
 \$7.6M Interest Earned  
 -1.8M Projected FEMA Expenses\*  
 -1.4M Starmed Investment  
**\$4.4M Net Interest Earned Available**



Summer Camp Fund

\*Federal Emergency Management Agency

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**Tuesday, Dec 31st 2024**

## US Treasury Guidance – Updated February 2024

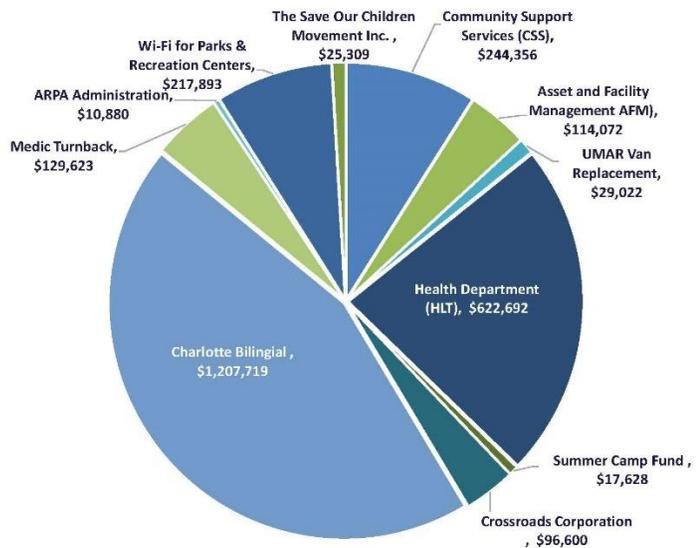
Subrecipients may not re-obligate funds or obligate additional funds after **December 31, 2024**.

### Clawback Provision

The County reserves the right to clawback any unspent ARPA funds at any time during the contract period due to performance or a change in guidance.

## Clawback Decision\*

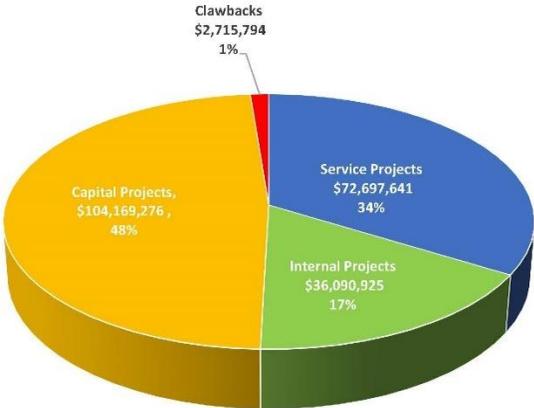
- New US Treasury Guidance: 12.31.2024 Re-obligation Deadline
- Providers spending and performance (External & Internal)
- Ensure there is sufficient time to finalize contracts prior to re-obligation deadline
- The clawback is not intended to have a negative impact on the services but instead reallocate all unspent funds to other unfunded needs to ensure the entire ARPA award is fully spent by the deadline



\*refer to appendix for a list of clawback decisions

### Funding by Program Category

- \$104.2M Capital Projects
- \$72.7M Service Projects
- \$36.0M Internal Projects
- \$2.7M Clawbacks



### Budget to Actuals



## Additional ARPA Investments: Clawback Reallocation



## Behavioral Health & Health Equity



Budget	Expenses To Date	Balance	Additional Investment
\$6,000,000	\$4,557,140	\$1,442,860	\$700,000

**Program:** Funding to address food security by constructing a new food production and distribution center which is located in west Charlotte.

**Additional Funding:** Carolina Farm Trust has completed construction of the first phase of the food distribution center. An additional funding investment will support phase two of the project which will include a meat processing facility, retail grocery and an event space.



Carolina Farm Trust

11

## Behavioral Health & Health Equity



Budget	Expenses To Date	Balance	Additional Investment
\$2,632,646	\$2,109,893	\$522,753	\$350,000

**Program:** Care Ring's Nurse- Family Partnership program is an evidence-based, pre and postnatal nurse home visitation program, targeting low-income, expectant mothers who are at greater risk of having poor pregnancy outcomes.

**Additional Funding:** Additional funding will increase the number of nurse home visits for low-income, expectant mothers who are at greater risk of having poor pregnancy outcomes and support the nurses who complete weekly and bi-weekly visits.



Budget	Expenses To Date	Balance	Additional Investment
\$1,014,423	\$567,038	\$447,385	\$325,000

**Program:** Charlotte Transgender Healthcare Group addresses the needs of transgender and gender diverse individuals by providing free medical and mental health services.

**Additional Funding:** Additional funding will expand mental health and medical direct care services, including routine care, COVID-19 testing, HIV & STD screenings. It will also support an increase in educational programs and community health literacy forums for transgender and gender-diverse individuals.

12

## Behavioral Health & Health Equity



Village Heartbeat, Inc.



Budget	Expenses To Date	Balance	Additional Investment
\$375,170	\$298,409	\$76,761	\$400,000

**Program:** Village HeartBEAT is a collaborative program organized to increase access to affordable and culturally relevant behavioral health services through faith-based organizations.

**Additional Funding:** Additional funding will expand the collaborative initiative which engages Black Faith Based Organizations hosting community engagement activities, behavioral health services and resources.

13

## Childcare and Early Childhood Development



Budget	Expenses To Date	Balance	Additional Investment
\$350,000	\$350,000	\$0	\$175,000

**Program:** Right Moves for Youth provides school-based, youth services with a group counseling model to address mental health challenges and fosters emotional resilience for Charlotte Mecklenburg students.

**Additional Funding:** Additional funding will support expanding services to reach more students, curriculum development and resources to develop weekly group sessions and will also cover costs associated with behavioral health assessments.



Budget	Expenses To Date	Balance	Additional Investment
\$315,000	\$271,974	\$43,026	\$78,075

**Program:** Time Out Youth provides counseling, housing support and gender affirming case management resources and services to LGBTQ+ youth.

**Additional Funding:** Additional funding will support an expansion of mental health services and trainings to Charlotte-Mecklenburg Schools and resources for LGBTQ youth who are uninsured and underinsured.

14

## Workforce & Economic Development



Budget	Expenses To Date	Balance	Additional Investment
\$782,800	\$727,651	\$55,149	\$180,000

**Program:** The ReEntry Entrepreneurship (REEP) program provides comprehensive and applied workforce and entrepreneurial training to formerly incarcerated individuals.

**Additional Funding:** Additional funding would support a program expansion by hosting 1-2 additional cohorts.



City Startup Labs – REEP

15

## Workforce & Economic Development



Smart Girls, HQ

Budget	Expenses To Date	Balance	Additional Investment
\$335,800	\$306,770	\$29,030	\$232,208

**Program:** Smart Girls HQ hosts a 20-week STEM career education program for 5th-grade girls which increases interest, confidence, and fluency in STEM career pathways effecting workforce demands now and for the future.

**Additional Funding:** Additional funding will expand their STEM career education program, increase enrollment and support other necessary program tools and resources.

16

## Workforce & Economic Development



Budget	Expenses To Date	Balance	Additional Investment
\$677,538	\$484,380	\$193,158	\$275,000

**Program:** International House was awarded ARPA funds to expand their education and workforce development programs which helps immigrants become proficient English speakers and prepare for citizenship through their Immigration Law Clinic and tutoring services.

**Additional Funding:** International House has successfully served over 2,000 immigrants through their Workforce Development ESL classes and Citizen Preparation classes. Additional funding will allow them to continue to provide these services to this underserved population.



17



## Additional ARPA Investments: Interest Earned

## Affordable Housing & Homelessness



Smithville CommUNITY Coalition



Budget	Expenses To Date	Balance	Additional Investment
\$3,250,000	\$2,618,626	\$631,374	\$1,367,700

**Program:** Smithville Community Coalition prevents the displacement and gentrification of the Smithville Community in Cornelius through their Historic Smithville revitalization plan.

**Additional Funding:** Additional funding will fund the necessary resources and staff to support the mission of Smithville Community Coalition.

19

**Affordable Housing & Homelessness**



Budget	Expenses To Date	Balance	Additional Investment
\$1,758,787	\$1,204,389	\$554,398	\$650,000

**Program:** Criminal Justice Services has expanded its current vendor housing program for justice involved persons. The housing expansion supports rental assistance for CJS clients in need of transitional housing, costs associated with outfitting each home and mitigation funding for minor home repairs.

**Additional Funding:** Funding will extend the length of time that subsidies are available to program participants currently housed in re-entry housing.

**Workforce & Economic Development**



Budget	Expenses To Date	Balance	Additional Investment
\$721,956	\$498,068	\$223,888	\$600,000

**Program:** The Logistics to EMT training program prepares individuals for roles in emergency medical services through hands on training in emergency response.

**Additional Funding:** The additional funding will support the program in expanding its reach to more high school students.

20

**Additional Investment Recommendations**

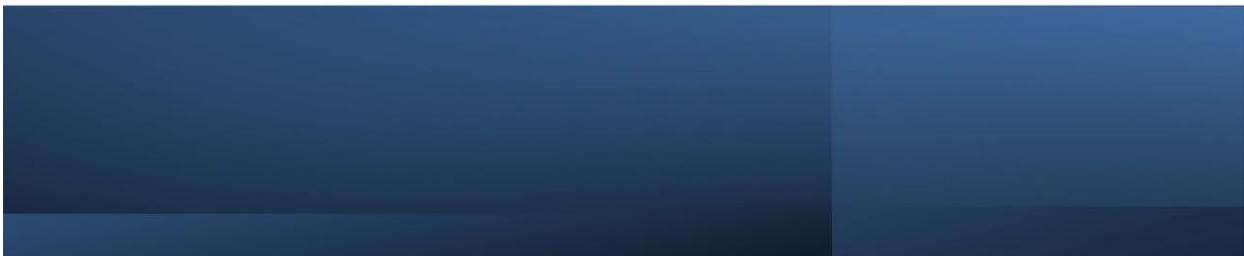


**Summary**

Additional Investment by Priority Area	Total Funding
Behavioral Health & Health Equity	\$ 1,775,000
Childcare and Early Childhood Development	253,075
Workforce & Economic Development	687,719
<b>Sub-Total</b>	<b>\$ 2,715,794</b>
Interest Earned Investments	2,617,700
<b>Total</b>	<b>\$5,333,494</b>



**Contract Extensions**



## Affordable Housing and Homelessness



Budget	Expenses To Date	Balance	Contract Extended
\$534,500	\$325,292	\$209,208	04/30/25

**Program:** Funds to cover three major areas that include, single family critical home repairs and rental subsidies for residents spending over 30% of their income on housing.



Budget	Expenses To Date	Balance	Contract Extended
\$300,000	\$192,328	\$107,672	04/30/25

**Program:** Funds to support transitioning individuals living in extended stay hotels into more stable housing.

## Behavioral Health & Health Equity



Budget	Expenses To Date	Balance	Contract Extended
\$604,167	\$446,255	\$157,912	04/30/25

**Program:** Funding to expand current residential substance use disorder treatment services by covering the cost of facility improvements, including roof repairs, HVAC replacement, security upgrades, and commercial laundry equipment.



Budget	Expenses To Date	Balance	Contract Extended
\$2,917,635	\$1,935,573	\$982,062	04/30/25

**Program:** Funding to expand efforts in addressing the digital divide in our community. The expansion will be focused on digital literacy, internet connectivity, device and resource accessibility, and infrastructure.



Budget	Expenses To Date	Balance	Contract Extended
\$423,294	\$272,418	\$150,876	04/30/25

**Program:** Funding to expand their Child Meals On-The-Go Initiative by purchasing a mobile food truck that will provide free meals in high need neighborhoods.



## Childcare and Early Childhood Development



Budget	Expenses To Date	Balance	Contract Extended
\$319,233	\$251,204	\$68,029	04/30/25

**Program:** Funding to expand their current home visiting services to expectant and parenting families by developing a platform to facilitate an integrated system of home visiting care in the community.



Budget	Expenses To Date	Balance	Contract Extended
\$275,000	\$206,086	\$68,914	04/30/25

**Program:** Funding to expand their community-based afterschool program for students who attend Burns Academy and Thomasboro Elementary.



Budget	Expenses To Date	Balance	Contract Extended
\$1,249,961	\$844,206	\$405,755	04/30/25

**Program:** An investment to expand the two-generation education program; and an investment in a program which focuses on providing a path to livable wages and a promising future for children.



Budget	Expenses To Date	Balance	Contract Extended
\$211,752	\$147,388	\$64,364	04/30/25

**Program:** Funds to support a free summer camp program for students in a high need area.



## Next Steps



- Amend contracts prior to the 12.31.2024 re-obligation deadline
- Continue to monitor performance & expenditures for all grant recipients
- The Manager will continue to explore options to invest the remaining interest earned revenue



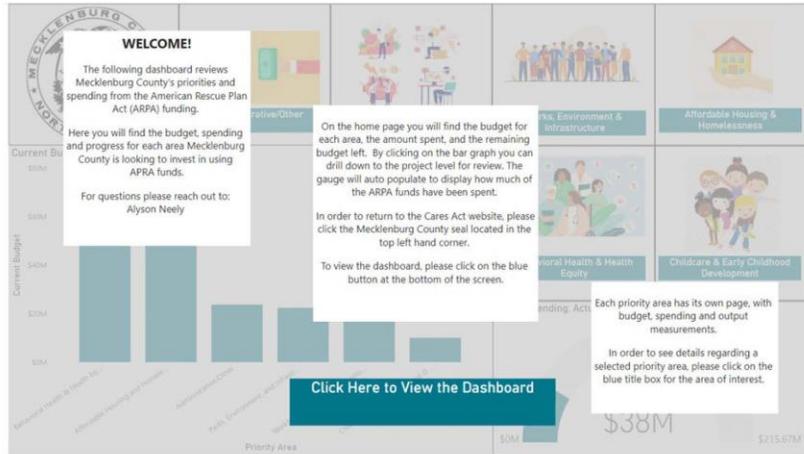
# ARPA DASHBOARD



The objective of the ARPA Dashboard and County COVID-19 Recovery website is to provide residents with access to financial investments from the County's 215.67 million dollar ARPA allocation and to share monthly performance updates and progress.

View the dashboard:

<https://app.powerbigov.us/view?r=eyJrIjo1YzQzNDgwY2YtYmFIZS00ZTNhLWlxNzYtMzc1YiUzM2M1ZjMzliwidCI6IjA5ZDg3MGEyLWQ3NmItNDg1OC1iMW RiLWMwYTY3ZWQ1NDVjOCJ9>



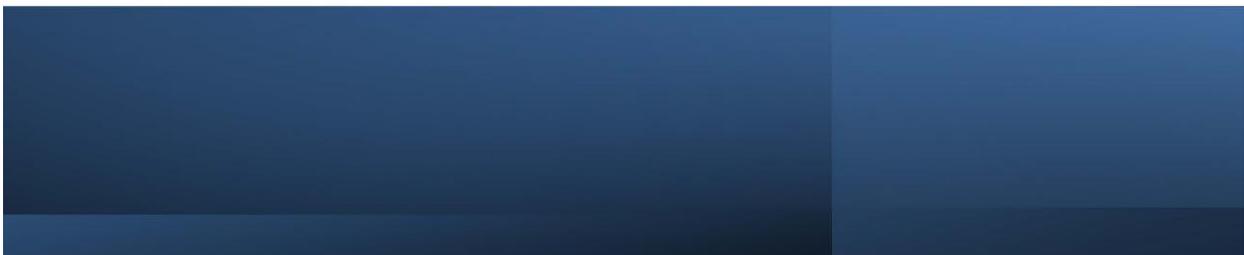
MECKLENBURG COUNTY  
North Carolina



November 19, 2024



## Appendix



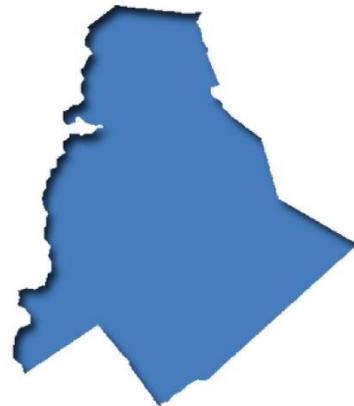
# Clawback Summary



Project Name	Explanation	Clawback Amount
Charlotte Bilingual Preschool	The provider plans to renovate their current locations instead of relocating to a new space.	\$1,207,719
HLT - Office of Violence Prevention The Way Forward Community Violence Prevention Plan Implementation	The department determined that not all allocated funds were needed, resulting in a budget decrease.	375,924
HLT - Mecklenburg County Pediatric Dental Clinic	The department determined that it will not be able to obligate the funds by the deadline.	246,768
Wi-Fi for Parks & Recreation Centers	The department determined that not all allocated funds were needed, resulting in a budget decrease.	217,893
CSS - Domestic Violence Positions	The department experienced delays/challenges in hiring qualified candidates which resulted in lapse salaries.	162,200
Medic Turnback	The program indicated that they will not utilize all of the funds.	129,623
Crossroads Corporation for Affordable Housing and Community Development Inc.	A portion of the organization's ARPA award was clawed back and the remaining funds will also be clawed back as the project was unable to be fully executed.	96,600
CSS - Coordinated Entry Expansion	The department determined that it will not be able to obligate the funds by the deadline.	82,156
Hotel Purchase ARPA (TownePlace Suites)	After the bidding process, the department determined that not all allocated funds were needed, resulting in a budget decrease.	63,242
DSS Cottage	After the bidding process, the department determined that not all allocated funds were needed, resulting in a budget decrease.	33,780
UMAR Van Replacement	The organization successfully purchased (2) vans under budget, resulting in a reduced need for the full allocation of funds.	29,022
The Save Our Children Movement Inc. KEFA Tutoring and Mentoring Academy	Due to underspending, the organization will be returning unused funds.	25,309
Summer Camp Fund - Scholarships	The program indicated that one summer camp did not utilize all of its scholarship funds and returned the remaining funds to the County.	17,628
Pedestrian Bridge	After the bidding process, the department determined that not all allocated funds were needed, resulting in a budget decrease.	17,050
ARPA Administration	After a budget review, the department determined that a portion of the allocated funds were no longer needed.	10,880
<b>Total</b>		<b>\$2,715,794</b>



MECKLENBURG COUNTY  
North Carolina



**November 19, 2024**

**Comments**

Chair Dunlap asked if collecting the data had costs. *County Manager Diorio said they had allocated enough to continue to pay the staff involved until the project was over.*

***Chair Dunlap left the dais at 8:18 p.m. and returned at 8:22 p.m.***

Chair Dunlap asked what challenges the Charlotte Bilingual Preschool had. *County Manager Diorio said they started down the path to renovate the new location, but then CMS decided they could stay, and the new renovations where they were staying weren't as much. She said they were still talking to CMS about the \$500,000 they used to start the new renovations, as she thought they should give that back.*

Chair Dunlap expressed concern about the number of businesses kicked out by CMS. He said they had just received the bus for the dental clinic and were behind schedule because of the delayed delivery. He asked if they would have time to spend the money. *County Manager Diorio said the money was for the bus, not the program.*

Commissioner Powell thanked the presenter. She said when there was Clawback money, they knew what the needs were, and when listing it in a specific priority area, they were just putting it where it belonged, not insinuating they should do more in that specific area. *Mr. Bryant said that was correct, and if they were to allocate specific funding for a program, they could better evaluate their track record using this layout method.*

Commissioner Powell asked how often the dashboard is updated. *Mr. Bryant said once a month.*

Commissioner Powell asked him to explain the extension further and how to extend it to April. *Mr. Bryant said they no longer had the flexibility to extend it, and December 31, 2024, was the deadline.*

Commissioner Griffin asked how the Health Department's goals and this project aligned with the \$700,000 for food insecurity. He said when they make County investments, how much and how well were they investing, and how many were better off. He asked if they were aligned with where the Health Department was trying to go. *Mr. Bryant said the priorities tied back to the COVID-19 Recovery Plan. He said they identified goals; whether they line up with department goals, he was unsure, but they aligned directly with the COVID-19 plan.*

County Manager Diorio said it was based on community engagement and what they heard as needs.

Commissioner Powell asked how much the interest was. *Mr. Bryant said it was 7.6%. He said they identified 1.8% projected FEMA and 1.4% started interest. He said they will continue to draw interest as the balance is available. He said County Manager Diorio had a lot of flexibility and could bring that \$4 million forward and spend that money.*

Vice Chair Jerrell asked if it would make sense for them to pay themselves back and if it was allowed. *Mr. Bryant said it was permissible and that he had heard some discussion on how to do so.*

***Commissioner Powell left the dais at 8:43 p.m. and returned at 8:45 p.m.***

## **DEPARTMENTAL DIRECTORS' MONTHLY REPORTS**

### **24-0650 Department Management Monthly Reports**

The Board received as information the department directors' monthly management reports. The monthly management reports can be accessed online via public dashboards at:

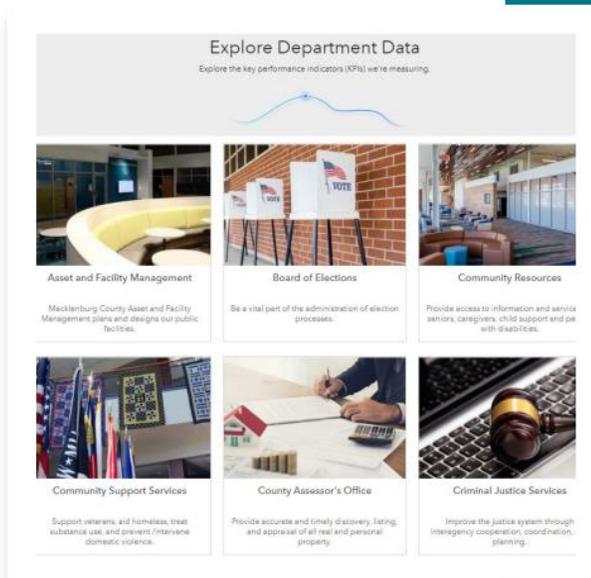
<https://meck.co/DataDashboard>

*Background: The County Manager has requested department directors develop department management monthly reports highlighting key activities and initiatives within the departments and that reports show relevant performance indicators of departmental activity.*

## Department Management Monthly Reports

Beginning in Fiscal Year 2023, the Department Management Monthly Reports transitioned to a public-facing dashboard.

[Click here, or click the image to the right, to access the Department Management Monthly Report Dashboard](#)



### STAFF REPORTS & REQUESTS – N/A

### COUNTY COMMISSIONERS REPORTS & REQUESTS – N/A

### CONSENT ITEMS

**Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Altman, and unanimously carried to approve the following item(s):**

#### **24-0620 Parkland Master Lease - Town of Huntersville**

Authorize the County Manager to negotiate and execute a new master lease agreement with the Town of Huntersville that will combine individual existing leases with the Town for multiple County-owned Park sites and will extend the lease term to December 31, 2050. The new master lease agreement will include the following parks:

- David B. Waymer Park - Tax Parcels 019-093-05, 019-093-04, 019-091-12, and 019-091-11; and
- Richard Barry Park - Tax Parcel 013-091-01; and
- R.C. Bradford Park - Tax Parcels 011-271-01, 011-271-09, and 011-141-12; and
- North Mecklenburg Park - Tax Parcels 009-111-19, 009-111-31, 009-111-30, 009-111-27, and 009111-20

*Background: The County has a longstanding practice of partnering with municipalities within the County to deliver park amenities to area residents through leasing County-own parkland to towns for development, operation, and maintenance. The Town of Huntersville has leased several County-owned parks for a number of years. Recently, the Town approached the County with a request to create a master lease agreement for several of these leased parks and to extend the termination date for all to December 31, 2050, from the following dates:*

- David B. Waymer Park - January 31, 2028, expiration date
- Richard Barry Park - January 21, 2044, expiration date
- R.C. Bradford Park - April 1, 2049, expiration date
- North Mecklenburg Park - July 7, 2024, expiration date

*Extending the lease term and combining the individual leases into a new master lease will give*

November 19, 2024

the Town the ability to apply for state grants such as Parks and Recreation Trust Fund, Accessibility for Parks, and State Trails Grants. These grants require the applicant to either own the land or have a land lease of 25 years or more. By extending the land leases to the end of 2050, it will give Huntersville Parks and Recreation the opportunity to apply for these grants this year and next year as well.

The following are the major business points of the new master lease:

- *Operation & Maintenance:*
  - *Huntersville shall provide necessary personnel to maintain the premises in keeping with the programming of the Huntersville Park and Recreation Department and in a similar manner in which the County maintains its recreation facilities.*
  - *Huntersville will be responsible for the general maintenance of the premises including mowing, cleaning, fence and playground repair, ball field preparation and seasonal ball field maintenance activities.*
  - *Huntersville will be responsible for the maintenance of any facility and/or amenity on the maintenance of HVAC, plumbing and electrical systems.*
- *Park Development*
  - *Huntersville shall not be entitled or authorized to develop the premises until the Mecklenburg County Manager has approved plans for the construction of any facilities to be developed on the premises including information showing any areas to be cleared of trees or other vegetation, or area to be graded which consent will not be unreasonable withheld.*
  - *Improvements made to the premises shall be in accordance with the Mecklenburg County Park and Recreation Department Parks Design Manual.*
  -

**24-0628 Approval of Sole Source Vendor, Metrolina Recycling Facility (MRF)**

1) Approve the purchase of equipment as authorized by the sole source exemption of G.S. 143-129(e) (6).

2) Approve CP Manufacturing Inc., as sole source vendor and supplier for the repair maintenance and purchase of materials for the critical conveyance systems at the Metrolina Recycling Facility.

*Background: N.C. G.S. 143-129 and the County Procurement Policy mandate that Mecklenburg County procure all apparatus, supplies, materials, and equipment totaling \$30,000 or more by competitive bidding. An exemption is allowed if a needed product is available from only one source of supply or standardization, or compatibility is the overriding consideration.*

*CP Manufacturing is the Original Equipment Manufacturer (OEM) for complex recycling equipment at the Mecklenburg County Materials Recycling Facility (MRF). CP supplies operationally critical conveyance systems for the Mecklenburg County Materials Recovery Facility (MRF), which processes all the residential curbside recycling within the county. These systems consist of conveyor belts, electric motor systems, gearboxes and motor control systems, vibratory screens, and other complex and expensive items. The County must use CP Manufacturing equipment, as we cannot find other vendors, or manufacturers that have parts and equipment that fit the specialized needs of the MRF. In some instances, CP Manufacturing may be called upon to install specialty equipment that they provide.*

*Procurement Background: The Sole Source Justification Form has been approved by Procurement Services.*



**Sole Source Justification Form**

This form must be completed for all Sole Source purchase requests prior to submitting for Board approval or entering a requisition in the County's financial system.

Instructions: Please complete the form and provide as much detail as possible. Sign the form electronically and return completed form to MeckPro@MecklenburgCountyNC.gov for review. Once a decision is made the form will be returned to you.

Date: 11/1/24

North Carolina General Statute 143-129(e)(6) requires that Mecklenburg County procure all apparatus, supplies, materials and equipment ("Goods") totaling \$30,000 or more by competitively bidding unless:

- i. Performance or price competition for a product is not available;
- ii. A needed product is available from only one source of supply; or
- iii. Standardization or compatibility is the overriding consideration.

**1. Requestor Information**

Name: Jeffrey Smithberger	Title: Solid Waste Director
Phone Number: (980) 314-3863	Department: LUESA

**2. Recommended Supplier**

Supplier Name: CP Manufacturing, Inc.	
Address: 6795 Calle de Linea	City, State, Zip: San Diego, CA 92154
Contact Name: Tom Taurone	Telephone: (619) 477-3175      Email: TomT@cpmfg.com

**3. Sole Source Justification**

- a) Is the recommended supplier also the manufacturer?       Yes  No
- b) Does the manufacturer sell the item(s) through distributors?       Yes  No

c) Please explain why performance or price competition (i.e. only one source can supply the items or meeting the requirements) is not available for the desired commodity.

CP Manufacturing is the Original Equipment Manufacturer (OEM) for complex recycling equipment at the Mecklenburg County Materials Recycling Facility (MRF). CP supplies operationally critical conveyance systems for the Mecklenburg County Materials Recovery Facility (MRF), which processes all the residential curbside recycling within the county. These systems consist of conveyor belts, electric motor systems, gearboxes and motor control systems, vibratory screens and other complex and expensive items. The County must use CP Manufacturing equipment, as we cannot find other vendors, or manufacturers that have parts and equipment that fit the specialized needs of the MRF. In some instances, CP Manufacturing may be called upon to install specialty equipment that they provide.

Noting that the MRF is older and is now breaking down more frequently, therefore needing specialty parts and equipment, that only CP Manufacturing makes. Much of what is at the MRF is custom built. Maintaining daily operations at the MRF is critical to the overall county-wide recycling system. The MRF will be undergoing a retrofit in April 2025 and a different equipment manufacturer has been chosen for that work. Therefore, this request is only to cover equipment maintenance until the MRF is shutdown, which is not expected to be needed beyond FY25.

d) Please explain why compatibility and standardization are the overriding considerations for this purchase.

See description in letter c above.

The current material processing system at the MRF was designed and installed by CP Manufacturing and has been operational for over 14 years. Its original cost for the entire system was around \$14 Million.

Mecklenburg County Solid Waste estimates that \$150,000 in repair parts and operational equipment will be needed for FY25 for this special equipment. The life of the equipment has had to be extended due to unforeseen delays in construction of the new MRF on Amble Drive. The Department did not anticipate the need for extending the for the additional period.

The MRF operates 2 shifts daily to process the recyclable material and is the largest facility of its kind in North Carolina. The MRF contains unique equipment components that have specific requirements for replacement parts. Material conveyors need to be fully compatible with the existing equipment currently in use at the facility. Downtime due to incompatible conveyance parts and installation will have negative operational and cost impacts.

e) The specific supplier is the only source of the required item because (check all that apply):

- X A specific item is needed to be compatible or interchangeable with existing hardware.
- X A specific item is needed as spare or replacement hardware.
- X A specific item is needed for the repair or modification of existing hardware.
- A specific item is needed for technical evaluation or test.
- There is a substantial technical risk in contracting with any other contractor, thereby making that an unacceptable course of action (e.g., where only one contractor has been successful to date in implementing a difficult manufacturing process). In a brief explanation, provide supporting evidence of other contractor's with relevant capabilities and emphasize their inability to overcome the substantial technical risk.

f) Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications.

CP Manufacturing is the processing equipment OEM and is the only company capable of providing the correct parts that will fit and function. CP Manufacturing equipment must be used to maintain compatibility with the operating equipment at the MRF.

g) Were alternative goods evaluated?  Yes X No

a. If yes, what were they and why were they unacceptable? Please be specific regarding features, characteristics, requirements, capabilities and compatibility.

b. If no, why were alternatives not evaluated?

CP Manufacturing supplies directly to the County and therefore no other vendors are available. Their equipment is made special for this purpose.

TERM:  One Time Purchase  Ongoing Purchase

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the recommended vendor or deliverable services.

\_\_\_\_\_  
(Enter name), Department Manager Signature  
(Electronic signature is sufficient)

Date: 11/1/2024 \_\_\_\_\_

\_\_\_\_\_  
(Enter name), Department Director Signature  
(Electronic signature is sufficient)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Enter name), Deputy County Manager Signature  
(Electronic signature is sufficient)

Date: \_\_\_\_\_

To Be Completed by Procurement Division Staff		Date Received:
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Approval or Denial Reason:
Procurement Signature (electronic signature is sufficient):		

Rev. 8/30/24; 02/2020

**24-0629 Tax Refunds**

Approve refunds in the amount of \$8,522.71 for registered motor vehicles as statutorily required to be paid as requested by the County Assessor; and

Approve refunds in the amount of \$25,924.95 as statutorily required to be paid as requested by the County Assessor

**Background:**

*This Board action is necessary to approve registered motor vehicle tax refunds resulting from clerical errors, value changes and appeals processed in the statewide vehicle tax system.*

*This Board action is necessary to approve tax refunds resulting from clerical errors, audits, and*

November 19, 2024

*other amendments, including revaluation appeals. There is accrued interest of \$105.52 to be added to refunds of \$1,819.08. There is no accrued interest to be added to the refunds of \$24,000.35. The total refunds with interest added is \$25,924.95.*

**24-0630      Approval of Sole Source Vendor: OTT-Hydromet Corp.**

Approve the purchase of flood monitoring equipment from OTT-Hydromet Corp. as authorized by the sole source exemption G.S. 143-129(e)(6).

*Background: Charlotte-Mecklenburg Storm Water Services is planning to spend over \$100,000 with OTT-Hydromet Corp. for the purchase of new flood monitoring equipment. This budget threshold requires us to get OTT-Hydromet Corp. approved as a sole-source vendor with approval from the Board of County Commissioners. This equipment will be installed on High-Hazard Dams in a partnership with the City of Charlotte and as part of an upgrade of the Mecklenburg County Flood Information and Notification Network (FINS). This equipment will help Mecklenburg County be more resilient during flood events and will provide additional data that we do not currently have on the high-hazard dams that the City of Charlotte is responsible for maintaining.*



**Sole Source Justification Form**

This form must be completed for all Sole Source purchase requests prior to submitting for Board approval or entering a requisition in the County's financial system.

Instructions: Please complete the form and provide as much detail as possible. Sign the form electronically and return completed form to MeckPro@MecklenburgCountyNC.gov for review. Once a decision is made the form will be returned to you.

Date: September 20, 2024

North Carolina General Statute 143-129(e)(6) requires that Mecklenburg County procure all apparatus, supplies, materials and equipment ("Goods") totaling \$30,000 or more by competitively bidding unless:  
Performance or price competition for a product is not available;

A needed product is available from only one source of supply; or Standardization or compatibility is the overriding consideration.

**1. Requestor Information**

Name: Ryan Spidel Title: Environmental Supervisor  
Phone Number: 980-721-3762 Department: LUESA - Storm Water Services

**2. Recommended Supplier**

Supplier Name: OTT-Hydrmet Corp.  
Address: 22400 Davis Drive, Suite #100 City, State, Zip: Sterling, VA 20164  
Contact Name: Ken Conner Telephone: 513-260-9764 Email: ken.conner@otthydromet.com

**3. Sole Source Justification**

Is the recommended supplier also the manufacturer?  Yes  No  
Does the manufacturer sell the item(s) through distributors?  Yes  No

Please explain why performance or price competition (i.e. only one source can supply the items or meeting the requirements) is not available for the desired commodity.

There are other manufacturers of water level monitoring equipment. However, the accuracy, reliability, and compability as compared with other existing water monitoring networks that we maintain makes the OTT-Hydrmet equipment more desirable.

Please explain why compatibility and standardization are the overriding considerations for this purchase.

Charlotte-Mecklenburg Storm Water Services has a standing water quality monitoring program that utilizes the OTT-Hyrdomet dataloggers. By using this equipment, it simplifies compatibility issues for staff, improves the availability of spare parts when something breaks, and reduces the need for different software and operating conditions of different brands of equipment.

The specific supplier is the only source of the required item because (check all that apply):

A specific item is needed to be compatible or interchangeable with existing hardware.

- A specific item is needed as spare or replacement hardware.
- A specific item is needed for the repair or modification of existing hardware.
- A specific item is needed for technical evaluation or test.
- There is a substantial technical risk in contracting with any other contractor, thereby making that an unacceptable course of action (e.g., where only one contractor has been successful to date in implementing a difficult manufacturing process).

In a brief explanation, provide supporting evidence of other contractor's with relevant capabilities and emphasize their inability to overcome the substantial technical risk.

Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications. The OTT-Hydromet equipment would uniquely satisfy our requirements due to the compatibility with our existing water quality monitoring stations. By using the same data loggers as our water quality stations it will make the installation and maintenance of the new sites a seamless operation.

Were alternative goods evaluated?  Yes  No

If yes, what were they and why were they unacceptable? Please be specific regarding features, characteristics, requirements, capabilities and compatibility.

We have been testing equipment from OTT-Hydromet, In-Situ, and Aware Monitoring Systems. The OTT-Hydromet equipment has the highest level of accuracy, is recommended by the USGS, offers a radar option and has compatibility with our existing water quality monitoring stations. The In-Situ equipment was accurate when compared to others, but by using their data loggers this would add a new software for our employees to use and doesn't streamline our monitoring efforts. In-Situ also does not offer a radar option for monitoring water level. The Aware Monitoring Systems are not as accurate as the other 2 systems, they have problems with battery life, and again it doesn't streamline our monitoring efforts for CMSWS.

If no, why were alternatives not evaluated?

TERM:  One Time Purchase  Ongoing Purchase

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

Ryan Spidel  
Requestor/Responsible Person Signature  
(Electronic signature is sufficient.)

Date: 9/20/2024

  
Department Head  
(Electronic signature is sufficient.)

Date: 10/10/2024

To Be Completed by Procurement Division Staff		Date Received: 10/10/2024
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Approval or Denial Reason: System compatability
Procurement Signature (electronic signature is sufficient): <i>Feresa Rausch</i>		
Total dollar amount exceeds \$100,000 for all expected purchases.		
Ready for BOCC approval		

**24-0656 Limited Obligation Bond Resolution**

Adopt a Resolution Authorizing the negotiation of an Installment Financing Contract, directing the Publication of Notice of Public Hearing, declaring the intent of the County to reimburse itself for capital expenditures, and providing for certain other matters.

*Background: As part of the currently approved Capital Improvement Plan and in addition to bonds being issued for schools, debt was also projected to fund other County projects. The County has the authority to enter an installment financing contract and issue Limited Obligation Bonds without the need for a referendum.*

*This action is the first action required to issue these bonds, currently planned for sale in late January 2025. Additional actions will be required at the December 3, 2024, meeting.*

*This resolution will authorize the issuance of Limited Obligation Bonds in an amount not to exceed \$252,000,000.*

*This resolution also directs the publication of a notice of public hearing concerning the contract, proposed financing, and related transactions.*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the County of Mecklenburg, North Carolina (the "*County*") is a validly existing political subdivision, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

*WHEREAS*, the Board of Commissioners of the County of Mecklenburg (the "*Board*") hereby determines that it is in the best interest of the County to finance the renovation of the County's sheriff's office and detention center (collectively, the "*Central Detention Center*"); construction, improving, equipping, and furnishing of other facilities of the County, Central Piedmont Community College and Charlotte-Mecklenburg Library as well as improvements to parks and greenways throughout the County (collectively, the "*2025 Projects*");

*WHEREAS*, the Mecklenburg County Public Facilities Corporation (the "*Corporation*") will assist the County by the execution and delivery of its Limited Obligation Bonds (the "*2025 Bonds*") to finance the 2025 Projects;

*WHEREAS*, the Board hereby determines that it is in the best interests of the County to finance the 2025 Projects by entering into (1) an Installment Financing Contract (the "*Contract*") with the Corporation, and (2) a Deed of Trust, Security Agreement and Fixture Filing (the "*Deed of Trust*") related to the County's fee simple interest in the real property on which the Central Detention Center is located, together with the improvements thereon (collectively, the "*Mortgaged Property*"), that will provide security for the County's obligations under the Contract;

*WHEREAS*, the Corporation will execute and deliver its 2025 Bonds in an aggregate principal amount not to exceed \$252,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

*WHEREAS*, the County hereby determines that financing the 2025 Projects is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that financing the 2025 Projects will provide an essential use and has and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the County by virtue of the findings presented herein;

*WHEREAS*, the County hereby determines that the Contract would allow the County to finance the 2025 Projects and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

*WHEREAS*, the County hereby determines that the estimated cost of financing the 2025 Projects, including payment of the costs of execution and delivery of the Contract, is an amount not to exceed

\$252,000,000 and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the 2025 Projects to the Contract is expected to exceed the cost of financing the 2025 Projects pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the 2025 Projects pursuant to the Contract and Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of financing, constructing, and improving the 2025 Projects; and (3) insufficient revenues are produced by the 2025 Projects so as to permit a revenue bond financing;

*WHEREAS*, the County hereby determines that the estimated costs of financing the 2025 Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the County anticipates that any future property tax increase, if necessary, to pay installment payments falling due under the Contract will not be excessive;

*WHEREAS*, the sums to fall due under the Contract will be adequate but not excessive for its proposed purpose;

*WHEREAS*, Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

*WHEREAS*, the County is not in default under any of its debt service obligations;

*WHEREAS*, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act;

*WHEREAS*, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, a public hearing on the Contract after publication of a notice with respect to such public hearing must be held, and approval of the LGC with respect to entering into the Contract must be received;

*WHEREAS*, the County will incur and pay certain expenditures (the "*Original Expenditures*") in connection with the 2025 Projects prior to the date of execution and delivery of the Contract, such Original Expenditures to be paid for originally from a source other than the proceeds of the Contract, and the County

intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Contract; and

*WHEREAS*, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract and the Deed of Trust and the 2025 Projects financed thereby.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA, AS FOLLOWS:*

Section 1. ***Authorization to Negotiate the Contract.*** The County Manager or the Chief Financial Officer, with advice from Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County the Contract for a principal amount not to exceed \$252,000,000 to finance the 2025 Projects, to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and to provide in connection with the Contract, as security for the County's obligations thereunder, the Deed of Trust, conveying a lien and interest in the Mortgaged Property, including the improvements thereon.

Section 2. ***Application to LGC.*** The Chief Financial Officer or his designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. ***Direction to Retain Professionals.*** The County Manager and the Chief Financial Officer are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as bond counsel, First Tryon Advisors, Charlotte North Carolina, as financial advisor, Moore & Van Allen PLLC, as disclosure counsel, and Regions Bank, as trustee. The County Manager and the Chief Financial Officer are hereby authorized to retain such other professionals as they deem necessary in their judgment to carry out the transaction contemplated in this Resolution.

Section 4. ***Public Hearing.*** A public hearing (the "*Public Hearing*") shall be conducted by the Board on December 3, 2024 at 5:00 p.m. in the Charlotte-Mecklenburg Government Center Meeting Chamber, 600 East Fourth Street, Charlotte, North Carolina, 28202, concerning the Contract, the proposed financing of the 2025 Projects, and any other transactions contemplated therein and associated therewith.

Section 5. ***Notice of Public Hearing.*** The Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 6. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. ***Reimbursement.*** The County presently intends, and reasonably expects, to reimburse itself for Original Expenditures in an amount not to exceed \$252,000,000 on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Contract. The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Contract. The Chief Financial Officer of the County, with advice from Bond Counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original

**November 19, 2024**

Expenditures incurred and paid by the County in connection with the 2025 Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of the execution and delivery of the Contract.

Section 8. *Effective Date.* This Resolution is effective on the date of its adoption.

Read, approved and adopted this 19th day of November, 2024.

By: \_\_\_\_\_  
Chairman of the Board of Commissioners

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

EXHIBIT A  
NOTICE OF PUBLIC HEARING

The Board of Commissioners (the "Board") of the County of Mecklenburg, North Carolina (the "County") is considering (1) entering into an installment financing contract in an amount not to exceed \$252,000,000 (the "Contract") to finance the renovation of the County's sheriff's office and detention center (collectively, the "Central Detention Center"); construction, improving, equipping, and furnishing of other facilities of the County, Central Piedmont Community College and Charlotte-Mecklenburg Library as well as improvements to parks and greenways throughout the County (collectively, the "2025 Projects"); and (2) executing and delivering a Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust") related to the County's fee simple interest in the Central Detention Center, together with the improvements thereon (collectively, the "Mortgaged Property"), as may be required by the entity providing the funds to the County under the Contract. The Central Detention Center is located at 801 East Fourth Street, Charlotte, North Carolina 28202.

The Mortgaged Property identified above will be mortgaged under the Deed of Trust. The Contract and the Deed of Trust permit the County to enter into amendments to finance additional projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments. On payment by the County of all installment payments due under the Contract, including any future amendments to finance or refinance projects, the Deed of Trust and any lien created thereunder will terminate and the County's title to the Mortgaged Property will be unencumbered.

*NOTICE IS HEREBY GIVEN*, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on December 3, 2024 at 6:30 p.m. in the Charlotte-Mecklenburg Government Center Meeting Chamber, 600 East Fourth Street, Charlotte, North Carolina, 28202, a public hearing will be conducted concerning the approval of the execution and delivery of the Contract and the projects financed thereby. Anyone who wishes to be heard concerning the approval of the execution and delivery of the Contract and the projects financed thereby may appear at the public hearing. Persons desiring to speak can sign up online at <https://mecknc.seamlessdocs.com/f/clerk> or call 980-314-2939. The deadline to register online is 3:00 p.m. the day of the meeting, but persons desiring to speak can also sign up to speak at the meeting prior to the start of the public hearing. Each speaker will receive up to three (3) minutes to speak, and a group of four or more speakers will receive ten (10) minutes to speak. Members of the public may also view the meeting on the Government Channel, or online at [watch.mecknc.gov](http://watch.mecknc.gov). If this information is needed in an alternative format because of a disability, contact the Clerk to the Board of Commissioners. The Clerk is located at 600 East Fourth Street, in the Charlotte-Mecklenburg Government Center, 11<sup>th</sup> floor, by phone at 980-314-2939, or by email: [clerk@mecknc.gov](mailto:clerk@mecknc.gov). We request at least 72-hour notice prior to the meeting to make appropriate arrangements.

/s/ KRISTINE M. SMITH  
Clerk to the Board of Commissioners  
County of Mecklenburg, North Carolina

Published: \_\_\_\_\_, 2024

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF MECKLENBURG            )        ss:

I, *Kristine M. Smith*, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a resolution entitled “RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO, DECLARING THE INTENT OF THE COUNTY TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM PROCEEDS THEREOF, AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO” adopted by the Board of Commissioners of the County of Mecklenburg, North Carolina, at a meeting held on the 19th day of November, 2024.

*WITNESS* my hand and the corporate seal of the County of Mecklenburg, North Carolina, this the \_\_\_ day of November, 2024.

\_\_\_\_\_  
Kristine M. Smith  
Clerk to the Board of Commissioners  
County of Mecklenburg, North Carolina

PPAB 11630121v3

**Resolution recorded in full in Ordinance Book 53, Document #76**

**24-0670        Appointment of Review Officers**

Amend Resolution Designating Review Officers to Review Each Map and Plat Recorded in the Register of Deeds Office pursuant to N.C.G.S. 47-30.2

*Background: On July 8, 1997, the General Assembly passed Senate Bill 875, which required that each Board of County Commissioners designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat presented to the Register of Deeds for recording. On September 16, 1997, the Board adopted the attached resolution appointing representatives from Mecklenburg County, the City of Charlotte, and other municipalities in Mecklenburg County. these individuals were chosen by their respective jurisdiction based on their expertise in mapping and land use planning within their jurisdictions (a*

*list of those departments and/or municipalities is attached).*

*The original resolution has been amended multiple times since its adoption to add or delete names of appointees. The need to add or delete names occurs for various reasons such as changes in staffing (e.g., resignation, retirements) and/or changes in the duties and responsibilities of related positions within the respective jurisdictions. In these instances, a replacement Review Officer is identified from within the department or municipality in which the change has occurred.*

*Attached is the original September 16, 1997, resolution, the list of departments and municipalities represented on the list of Review Officers, the proposed amendment, and for historical information a memorandum of explanation dated September 12, 1997.*

**AMENDMENT TO RESOLUTION DESIGNATING REVIEW OFFICERS  
TO REVIEW EACH MAP AND PLAT RECORDED IN THE  
REGISTER OF DEEDS OFFICE PURSUANT TO N.C.G.S. 47-30.2**

**WHEREAS**, on September 16, 1997 the Mecklenburg County Board of Commissioners adopted a resolution entitled "Resolution Designating Review Officers to Review Each Map and Plat Recorded in the Register of Deeds Office Pursuant to N.C.G.S. 47-30.2"; and

**WHEREAS**, the Resolution has been amended multiple times to accommodate additions and deletions; and

**WHEREAS**, the Mecklenburg County Board of Commissioners now desires to amend the Resolution to make additional modifications. Now, therefore,

**BE IT RESOLVED** by the Mecklenburg County Board of Commissioners that the Resolution adopted on September 16, 1997, as amended on prior occasions, be amended and the same hereby is further amended as follows:

1. Heather Barfield, new employee with Cornelius, ~~Sheighla Tippett~~ and Luke Francis new employees with Charlotte Planning, Andrew Golden new employee with Davidson and Charlie Knack new employee with Charlotte Storm Water Services with plat review responsibilities are hereby designated as Review Officers in addition to those persons so designated in the Resolution of September 16, 1997, and other appointees as amended on prior occasions; thus the Resolution is accordingly amended to add these names.
2. Gary Fournier, with the Town of Cornelius, Brian Sifford with Mecklenburg County, Jack ~~Simoneau~~, Kayleigh ~~Mielenz~~ and Paul Lowe with the Town of Huntersville, Laurel Urena, with Charlotte Storm Water Services, Donald Brian Robinson and C Stewart Edwards with Charlotte Engineering are no longer employed with the agency and shall be deleted from the Resolution adopted on February 20, 2022.

ADOPTED this the \_\_\_\_ day of November 2024.

\_\_\_\_\_  
Kristine Smith  
Clerk to the Board

**Resolution recorded in full in Ordinance Book 53, Document #80**

**THIS CONCLUDED ITEMS APPROVED BY CONSENT**

**24-0652 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:

The following items have been pulled by Commissioner Leake for clarity and/or public awareness.

**24-0586 Grant application - The National Environmental Health Association and U.S. Food and Drug Administration**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to approve the Public Health Depts request to apply for the following grants. The application deadline was November 20, 2024.

*Background: Public Health Dept is requesting approval to apply for the following grants. The application deadline is November 20, 2024.*

**NEHA-FDA Retail Flexible Funding Model Grant Program** - *The program will provide funding to state, local, tribal, and territorial retail food regulatory agencies as they advance conformance with the FDA Retail Program Standards.*

- 1. Track 3 Maintenance and Advancement Base Grant (Up to \$20,000 per year for three years)** - *This grant will assist Environmental Health in improving our current Quality Assurance program to ensure that Retail Program standards can continue to be met in the long term. In addition, this grant will require maintenance of the MCPH Risk Factor Study which is a process used to measure the success of a jurisdiction's program in reducing the occurrence of foodborne illness risk.*
- 2. Mentorship Grant (Up to \$15,000)** - *To partner with another jurisdiction to assist them with maintaining and developing standards. Environmental Health will provide peer-to-peer assistance and intensive technical support, thereby, advancing the practice of the standards among retail food regulatory programs across the state and/or country. Through the mentorship program, participants will benefit from the experience of other retail food regulatory programs in understanding how to best apply and maintain the Retail Program Standards.*
- 3. Training/Staff Development and Program Standards Engagement Grant (Up to \$7,500)** - *Provides funding for the advancement of retail food protection programs by training employees through attendance at Retail Program Standards training, conferences, and workshops, with the goal of meeting and maintaining the requirements of Standard 2 and other Standards.*

**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the National Environmental Health Association and U.S. Food and Drug Administration Grant. The grant has been made available to Mecklenburg County under the National Environmental Health Association (NEHA) and U.S. Food and Drug Administration (FDA) retail Flexible Funding Model (RFFM) Grant Program up to the amount of \$82,500; and

**WHEREAS,** the grant funds must be used to provide funding to state, local, tribal, and territorial retail food regulatory agencies as they advance conformance with the FDA Retail Program Standards.

**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 National Environmental Health Association and U.S. Food and Drug Administration 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 appropriate for the County to receive the National Environmental Health Association and U.S. Food and Drug Administration Grant and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements National Environmental Health Association and U.S. Food and Drug Administration Grant.

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

**National Environmental Health Association and U.S. Food and Drug Administration Grant up to \$82,500**

Section 4. The following \$82,500 is appropriated in the General Grant Fund (G001) to complete this project:

**\$82,500.00 National Environmental Health Association and U.S. Food and Drug Administration**

Adopted this \_\_\_\_\_ day of \_\_\_\_\_

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

***Grant Application recorded in full in Ordinance Book 53, Document #68.***

The following items have been pulled by Commissioner Leake for clarity and/or public awareness.

**24-0613 Inflation Reduction Act Direct Funding for Air Monitoring Positions**

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to Approve the creation of two (2) time-limited permanent positions to support the activities funded through the Inflation Reduction Act grant awarded by the US Environmental Protection Agency and approved by the Board via RFBA 24-0150.

*Background: On April 2, 2024, the Board of County Commissioners approved the submission of a federal grant application under the Inflation Reduction Act for up to \$1,184,000 to support purchase and replacement of air monitoring equipment throughout the county. The application included a request for two time-limited positions to support the grant activities. The grant was*

November 19, 2024

awarded to Mecklenburg County Air Quality on September 4, 2024. This RFBA seeks the Board's approval to create these positions.

*One position will be a full time Environmental Specialist II to assist in grant implementation, portable/community monitoring efforts, asset management, quality control and other monitoring operations. This position has been funded for a term of five (5) years.*

*One position will be a part time (up to 20 hours/week) Environmental Specialist II, to assist with field work, portable/community monitoring efforts, data analysis, asset management, and other monitoring activities. This position has been funded for a period of two (2) years.*

*No matching funds are required for this grant.*

The following items have been pulled by Commissioner Leake for clarity and/or public awareness.

**24-0622      REMOVED: SUBCONTRACTOR PRE-QUALIFICATIONS-CONSTRUCTION MANAGER @ RISK FOR THE UMBRELLA CENTER**

The following items have been pulled by Commissioner Leake for clarity and/or public awareness.

**24-0633      Grant Application - Smiles for Kids Grant Program**

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to Affirm the submitted grant application for funding in the amount of \$5,000 from Delta Dental Foundation in the General Fund (0001) and to amend the 2024-2025 Annual Budget Ordinance to recognize, receive and appropriate funds for the amount awarded of \$5,000 to the General Fund (0001) within Public Health.

*Background: Mecklenburg County Health Department screens students across the County for cavities or oral health issues and recommends or refers students to get pediatric dental care when necessary. This grant funding would pay for toothbrushes to be distributed in the oral health screening visits with students, increasing access to dental care equipment in hopes of improving oral health and reducing the absenteeism due to poor dental hygiene.*

**24-0635      C&M Investment Group, LLC - Land Donation**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to Accept the donation of a portion of Tax Parcel 055-173-99 (+/- 8.35 acres) in the City of Charlotte from C&M Investments Group, LLC for park and recreation purposes.

*Background: The subject property owner and petitioner, C&M Investment Group, LLC, has proposed to donate a portion of Tax Parcel 055-173-99 (+/- 8.35 acres) for future Paw Creek Greenway, tree canopy preservation and future connection between Forest Pawtuckett Park and Robert L. Smith Park per their rezoning approval for their single-family development, Village at the Runway. The land is situated north of I-85 and east of I-485 inner loop in west Charlotte. The property is currently vacant and heavily wooded, adjacent to single-family home communities of Pawtuckett on the Green and Forest Pawtuckett.*

November 19, 2024

*The donation is consistent with Park and Recreation's Greenway Master Plan that calls for the addition of parkland, greenway, and open space within the County. It is also consistent with the County's Environmental Leadership Action Plan.*

**24-0638      General Obligation Bond Resolution**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to 1. Adopt Resolution Making Certain Statements of Fact Concerning Proposed Bond Issues

2. Adopt Resolution Authorizing the Issuance of General Obligation Solid Waste Bonds
3. Adopt Resolution Authorizing the Issuance of General Obligation Refunding Bonds
4. Adopt Resolution Calling a Public Hearing and Directing the Filing of a Debt Statement and Statement of Disclosure

*Background: As part of the currently approved Capital Improvement Plan and in addition to bonds being issued for schools, debt was also projected to fund other County projects. The County has the authority to issue additional General Obligation (GO) bonds in an amount equal to 2/3rds of the retired principal in the prior year without the need for a referendum. Moreover, GO bonds can be issued without a vote to refinance any outstanding GO debt.*

*These are the first actions required to issue these bonds that are currently planned for sale in late January 2025. Additional actions will be required at the December 3, 2024, BOCC meeting. These resolutions above will:*

- 1. Authorize the resolution making certain statements of fact concerning the proposed bond issues*
- 2. Authorize the issuance of General Obligation Solid Waste bonds in an amount not to exceed \$45,000,000 to fund the costs of capital projects included in the FY2025-2029 Solid Waste Capital Improvement Plan. These bonds have been contemplated as part of the solid waste fund financial model and in the current and future rates and charges.*
- 3. Authorize the issuance of General Obligation Refunding bonds in an amount not to exceed \$90,000,000 to pay the costs of refunding in advance of their maturities all or a portion of the County's General Obligation Bonds Series 2013B and General Obligation Bonds Series 2015A. This issuance will only occur if the interest rate environment is favorable and the refinancing results in savings to the County.*
- 4. Call for a public hearing on the bond order for Solid Waste and direct the filing of the statement of disclosures.*

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF MECKLENBURG, NORTH CAROLINA MAKING  
CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED  
BOND ISSUES

WHEREAS, the Board of Commissioners of the County of Mecklenburg, North Carolina (the “Board of Commissioners”) is considering the issuance of bonds of the County of Mecklenburg, North Carolina (the “County”) which shall be for the following purposes and in the following maximum amounts:

\$45,000,000 of bonds to pay the costs of additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing of new equipment relating to the operation and maintenance of certain Solid Waste facilities located in the County, including the acquisition of land or rights-of-way in land required therefor (the “Projects”);

\$90,000,000 of bonds to pay the costs of refunding in advance of their maturities all or a portion of the County’s (1) General Obligation Public Improvement Bonds, Series 2013B and (2) General Obligation School Bonds, Series 2015A (collectively, the “Refunded Bonds”)

WHEREAS, certain findings of fact by the Board of Commissioners must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Article 4 of Chapter 159 of the General Statutes, Section 52.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, meeting in open session on the 19th day of November 2024, have made the following factual findings in regard to this matter:

**Section 1.** *Facts Regarding Necessity of Proposed Financing.* The proposed bonds are necessary and expedient to (1) reduce the County’s debt service costs related to the projects financed by the Refunded Bonds, and (2) pay the capital costs of the Projects.

**Section 2.** *Facts Supporting the Amount of Bonds Proposed.* The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

**Section 3.** *Past Debt Management Policies.* The County’s debt management procedures and policies are good and have been carried out in compliance with law. The County employs a full-time Chief Financial Officer to oversee compliance with applicable laws relating to debt management. The Board of Commissioners requires annual audits of County finances. In connection with these audits, compliance with laws is reviewed. The County is not in default in any of its debt service obligations. The County Attorney’s office reviews all debt-related documents for compliance with laws.

**Section 4.** *Past Budgetary and Fiscal Management Policies.* The County’s budgetary and fiscal management policies have been carried out in compliance with laws. The Board of Commissioners closely reviews annual budgets before final approval of budget ordinances. Changes to total appropriation at the fund level are presented as budget amendments for approval by the Board of Commissioners at regular Board of Commissioners meetings. The Chief Financial Officer presents financial information to the Board of Commissioners which shows budget to actual comparisons annually and otherwise as the County Manager deems necessary or as a member of the Board of Commissioners may request.

**Section 5. Retirement of Debt.** The schedule for issuing the bonds does not require a property tax increase.

**Section 6. Marketing of Bonds.** The proposed bonds can be marketed at reasonable rates of interest.

**Section 7. Financing Team.** The County Manager and the Chief Financial Officer, with advice from the County Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, and (2) retain First Tryon Advisors, as financial advisor. The County Manager and the Chief Financial Officer are authorized to retain and approve the services of other professionals that they deem necessary related to the issuance of the proposed bonds. The filing of an application by the Chief Financial Officer with the Commission for its approval of the proposed bonds is hereby ratified and confirmed.

**Section 8. Estimated Interest.** The assumptions used by the Chief Financial Officer of the County in preparing the statement of disclosure to be filed with the Clerk to the Board of Commissioners pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

**Section 9. Effective Date.** This Resolution will take effect immediately on its adoption.

Read, approved and adopted this 19th day of November, 2024.

\_\_\_\_\_  
Chairman of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA            )  
  )     SS:  
COUNTY OF MECKLENBURG            )

I, Kristine M. Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a resolution titled “RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUES” adopted by the Board of Commissioners of the County of Mecklenburg, North Carolina in regular session convened on the 19th day of November, 2024, as recorded in the minutes of the Board of Commissioners of the County of Mecklenburg, North Carolina.

*WITNESS* my hand and the seal of the County of Mecklenburg, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Mecklenburg, North Carolina

**Resolution recorded in full in Ordinance Book 53, Document #69**



**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$90,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA**

WHEREAS, the County of Mecklenburg, North Carolina (the "County") has previously issued its (1) General Obligation Public Improvement Bonds, Series 2013B and (2) General Obligation School Bonds, Series 2015A (collectively, the "Prior Bonds");

WHEREAS, the Board of Commissioners of the County (the "Board of Commissioners") deems it advisable to refund certain maturities of the Prior Bonds (the "Refunded Bonds");

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners as follows:

**Section 1.** The Board of Commissioners deems it advisable to refund the Refunded Bonds.

**Section 2.** To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such bonds authorized by this bond order shall be and not exceed \$90,000,000.

**Section 3.** Taxes will be levied in an amount sufficient to pay the principal and interest of the bonds authorized by this bond order.

**Section 4.** A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

**Section 5.** This bond order shall take effect on its adoption.

The foregoing bond order was read by title and introduced by the Board of Commissioners of the County of Mecklenburg, North Carolina this 19th day of November, 2024.

STATE OF NORTH CAROLINA            )  
  )     ss:  
COUNTY OF MECKLENBURG         )

I, Kristine M. Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of so much of the proceedings of the Board of Commissioners as it relates to the introduction of the bond order entitled "BOND ORDER AUTHORIZING THE ISSUANCE OF \$90,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA" by the Board of Commissioners of the County of Mecklenburg, North Carolina, at a meeting held on the 19th day of November, 2024 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

*WITNESS* my hand and the seal of the County of Mecklenburg North Carolina, this the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Mecklenburg, North Carolina

(SEAL)

**Bond Order recorded in full in Ordinance Book 53, Document #71**

RESOLUTION OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA CALLING A PUBLIC HEARING ON A BOND ORDER, DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING AND FILING OF A DEBT STATEMENT AND STATEMENT OF DISCLOSURE

WHEREAS, the bond order entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$45,000,000 GENERAL OBLIGATION SOLID WASTE BONDS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA.”

has been introduced at a meeting of the Board of Commissioners of the County of Mecklenburg, North Carolina this November 19, 2024 and the Board of Commissioners desires to provide for the holding of a public hearing thereon on December 3, 2024 and the submission of a statement of debt and statement of disclosure in connection therewith as required by the Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Mecklenburg, North Carolina as follows:

- Section 1. The public hearing upon said bond order shall be held on the 3rd day of December, 2024 at 5:00 p.m. in the Charlotte-Mecklenburg Government Center Meeting Chamber, 600 East Fourth Street, Charlotte, North Carolina, 28202.
Section 2. The Clerk to the Board of Commissioners is hereby directed to cause a copy of the bond order to be published with a notice of such hearing in the form prescribed by law in a qualified newspaper no fewer than six days before such public hearing.
Section 3. The County’s Chief Financial Officer is hereby directed to (a) file with the Clerk to the Board of Commissioners before publication of the bond order with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the appraised value of property subject to taxation by the County and the net debt of the County, and (b) file with the Clerk to the Board of Commissioners and the Local Government Commission of North Carolina and post online a statement of disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.
Section 4. This Resolution will take effect immediately on its adoption.

Read, approved and adopted this 19th day of November, 2024.

BOARD OF COMMISSIONERS
COUNTY OF MECKLENBURG
NORTH CAROLINA

ATTEST:

Chairman of the Board of Commissioners

Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA )
) ss:
COUNTY OF MECKLENBURG )

I, Kristine M. Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution titled “RESOLUTION OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA CALLING A PUBLIC HEARING ON A BOND ORDER, DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING AND FILING OF A DEBT STATEMENT AND STATEMENT OF DISCLOSURE” duly adopted by the Board of Commissioners of the County of Mecklenburg, North Carolina, at a meeting held on the 19th day of November, 2024 and that such proceedings are to be recorded in the minute books of said Board of Commissioners.

WITNESS my hand and the seal of the County of Mecklenburg, North Carolina, this the \_\_\_ day of \_\_\_\_\_, 2024.

Clerk to the Board of Commissioners
County of Mecklenburg, North Carolina

(SEAL)

**24-0643 Grant Application - FVPSA ARP Supplemental Funds Request**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to affirm the submitted application for funding in the amount of up to \$123,000 from the North Carolina Council for Women and Youth Involvement Office, the administrator of the Family Violence Prevention and Services Act American Rescue Plan grant program, in the General Grant Fund (G001) for the grant period of August 1, 2024-August 31, 2025. The application deadline was October 21, 2024.

If awarded recognize, receive, and appropriate funds for the affirmed amount awarded of up to \$123,000 to the General Grant Funds (G001) within Community Support Services; and

Adopt the required grant project ordinance for the Family Violence Prevention and Services Act American Rescue Plan grant in the General Grant Fund (G001).

*Background: This grant funding will support Mecklenburg County Community Support Services' domestic violence programs in three ways:*

*1) Staff Wellness & Retention: Mecklenburg County recognizes professional development as a powerful tool for retaining talented employees. Funds will be used to provide professional development for our mental health Clinical Supervisors. Clinical Supervisors are essential to retention of our frontline Licensed Clinicians who provide free clinical counseling for children and adults impacted by intimate partner violence. We have received feedback from frontline clinicians that supervisor training is needed on topics such as psychological safety, coaching, leadership, and clinical supervision skills. Investing in the requested training will send a message to frontline staff that we are listening and working to strengthen our leadership skills so we can better support the essential daily work they do with victims and survivors. Grant funds will be used for training registration, travel, lodging, per diems, and ground transportation necessary to participate in the training.*

*2) Technology: Grant funds will support the purchase of 2-3 tablets that will be used to complete customer satisfaction and impact surveys with domestic violence clients. Currently our surveys are paper based. Tablets will increase accessibility to our surveys, reduce paper burden, and provide a more streamlined way for clients to provide us with anonymous feedback.*

*3) Supports for Survivor's Basic/Essential Needs: Grant funds will assist domestic violence clients with immediate needs such as temporary rental subsidies, temporary hotel lodging, one-time utility assistance, payment for vehicle repairs for survivors, and essential items that survivors require to secure employment or to improve their sense of safety (e.g. lock changes, TracFone emergency mobile phone, bus passes). Payments will be made directly to vendors, not to clients.*

*The project period is August 1, 2024, through August 31, 2025, with performance reporting due by October 15, 2025.*

*The grant application was due October 21, 2024.*

**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the North Carolina Council for Women and Youth Involvement Office. The grant has been made available to Mecklenburg County under the North Carolina Family Violence Prevention Services Act (FVPSA) American Rescue Plan (ARP) up to the amount of \$123,000.00; and

**WHEREAS,** the grant funds must be used to support Mecklenburg County Community Support Services' domestic violence programs.

**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 North Carolina Family Violence Prevention Services Act (FVPSA) American Rescue Plan (ARP) 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 appropriate for the County to receive the North Carolina Family Violence Prevention Services Act (FVPSA) American Rescue Plan (ARP) and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements North Carolina Council for Women and Youth Involvement Office.

Section 3. The following revenues are anticipated for Mecklenburg County in the G001 to complete this project:

**North Carolina Council for Women and Youth Involvement Office  
\$123,000.00**

Section 4. The following amount is appropriated for Mecklenburg County in fund G001 to complete this project:

**\$123,000.00**

Adopted this 19 day of November 2024

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

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**Grant Project Ordinance recorded in full in Ordinance Book 53, Document #75**

**24-0680      NEW ITEM: Alcoholic Beverage Control (ABC) Board CEO Salary Approval**

Motion was made by Commissioner Leake, seconded by Vice Chair Jerrell, and carried (6-2), with Commissioners Powell and Rodriguez-McDowell voting no, to approve the salary for the Alcoholic Beverage Control Board CEO, Mr. Keva Walton, as requested and approved by the ABC Board, in the amount of \$260,225.90, effective July 1, 2024.

Approve the salary for the Alcoholic Beverage Control Board CEO, Mr. Keva Walton, as requested and approved by the ABC Board, in the amount of \$260,225.90, effective July 1, 2024.

*Background: State Statute requires the approval by the Board of County Commissioners as the appointing authority for the Mecklenburg County ABC Board.*

*Article 7. Local ABC Boards. § 18B-700. Appointment and organization of local ABC boards.*

November 19, 2024

*Subsection: (g1) Compensation of General Managers of Local Boards. The salary authorized for the general manager, as defined in G.S. 18B-101, of a local board shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority. The local board shall provide the appointing authority's written confirmation of such approval to the Commission. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. The general manager of a local board may receive any other benefits to which all employees of the local board are entitled. The salary authorized for other employees of a local board may not exceed that of the general manager.*

The following items have been pulled by Commissioner Rodriguez-McDowell for clarity and/or public awareness.

**24-0664 Colonial Pipeline Agreement**

Motion was made by Commissioner Leake, seconded by Vice Chair Jerrell, and carried (6-2), with Commissioners Powell and Rodriguez-McDowell voting no to authorize the County Manager to negotiate and execute an Access and Settlement and Release Agreement with Colonial Pipeline Company.

Authorize the County Manager to negotiate and execute an Access and Settlement and Release Agreement with Colonial Pipeline Company.

*Background: In order to repair, restore, and remediate property damage at the County's Nature Preserve, from an August 14, 2020, gasoline spill, Colonial has requested from the County, access to, and the right to use, certain affected area for different purposes and operations in order to conduct investigative, remedial, and maintenance work activities as described in the Access Agreement for Colonial to repair, restore, and remediate any property damage in a manner such that the affected area and the environmental condition do not pose a danger or significant risk to public health, the environment, or users of the real property, and such that the area may be returned to the County for use as a nature preserve, and in order for Colonial to fulfill its obligations as set forth in its Settlement Agreement, Colonial intends, as part of its remediation strategy, among other things, to impose certain, and specific, use restrictions on the site to address contamination in connection with obligations set forth in the Settlement Agreement consistent with the provisions of N.C.G.S. § 143B-279.9 to reduce or eliminate the danger to public health or the environment.*

Commissioner Powell said she wanted it on the record that "The amount going to habitat restoration was not enough".

**SETTLEMENT AND RELEASE AGREEMENT**

**THIS SETTLEMENT AND RELEASE AGREEMENT** (the “Settlement Agreement”) is entered into as of this \_\_\_\_ day of November, 2024 (the “Effective Date”), by and between **COLONIAL PIPELINE COMPANY**, a Delaware and Virginia corporation (“Colonial”), and **MECKLENBURG COUNTY**, a Political Subdivision of the State of North Carolina (the “County”), each sometimes referred to herein as a “Party” and collectively the “Parties.”

**WHEREAS**, the County owns certain real property located at 14511 Huntersville-Concord Road in Huntersville, North Carolina 28078, comprised of Tax Parcel ID Nos. 019-401-02 and 019-242-31, also known as the Oehler Nature Preserve (the “Property”), as identified in that certain Right of Entry and Access Agreement between Colonial and the County being executed simultaneously herewith (the “Access Agreement”) (attached as Exhibit 1); and,

**WHEREAS**, on August 14, 2020, a release of gasoline into the soil, groundwater, and/or surface water (the “Environmental Condition”) was discovered within an area of the Property; and,

**WHEREAS**, upon the occurrence of the Environmental Condition, Colonial immediately commenced investigation and remediation (including remediation of soil and groundwater) with the involvement of the North Carolina Department of Environmental Quality (“NCDEQ”), which assigned Incident No. 95827 to the release; and,

**WHEREAS**, Colonial has continued to conduct assessment, recovery, and remediation efforts at and adjacent to the Property pursuant to various temporary access agreements, the most recent being entered into between the Parties on June 17, 2024, which extended temporary access through December 17, 2024; and,

**WHEREAS**, on November 21, 2023, NCDEQ approved a Revised Comprehensive Site Assessment (“RCSA”) that delineates the horizontal and vertical extent of the dissolved phase petroleum impacts stemming from the Environmental Condition; and,

**WHEREAS**, the Parties are entering into the Access Agreement to, in part, provide Colonial with the amount of property and access to allow Colonial to remediate the specific portion of the “Colonial Use Area” (as defined in the Access Agreement) that has been included within the delineated area of impacts under the RCSA and any additional area within the Colonial Use Area into which petroleum constituents resulting from the Environmental Condition may be shown to have migrated<sup>1</sup> (collectively, the “Site”<sup>2</sup>); and,

**WHEREAS**, on July 7, 2022, NCDEQ and Colonial entered a Consent Order that requires, among other things, that Colonial take certain actions, as described in the Consent Order; and,

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<sup>1</sup> The Parties acknowledge that, as circumstances change stemming from remediation of the Environmental Condition, the area of the Site may change based on updated assessments by Colonial and approved by NCDEQ.

<sup>2</sup> For the avoidance of doubt, the term “Site” means “the specific portion of the Colonial Use Area that has been included within the delineated area of impacts under the RCSA and any additional area within the Property into which petroleum constituents resulting from the Environmental Condition may be shown to have migrated.”

**WHEREAS**, as part of the remediation efforts, Colonial obtained a National Pollutant Discharge Elimination System permit (“NPDES Permit”) from NCDEQ – Division of Water Resources and intends to construct a water treatment system on property outside of, and adjacent to, the Property in accordance with the NPDES Permit; and,

**WHEREAS**, as part of the remediation efforts that have been, are currently being, and that will be undertaken to remediate the Environmental Condition, Colonial has entered into various construction, services, and design agreements with contractors, consultants, design professionals, and the like to undertake construction activities, remediation activities, and other services at and on the Property; and,

**WHEREAS**, the Parties acknowledge that the Environmental Condition has resulted in damage to the soil, groundwater, and/or surface water in, under, and/or on the Site, the Environmental Condition has resulted in loss of use of portions of the Property, specifically the Colonial Use Area and remediation and emergency response activities related to the Environmental Condition have resulted in impacts to certain areas and landscapes within the Colonial Use Area (collectively, the “Property Damage”); and,

**WHEREAS**, the County demands that Colonial repair, restore, and remediate the Property Damage such that the Property in its entirety, including the Colonial Use Area, may be returned to use as a nature preserve for the benefit and enjoyment of residents of the County, which the County acknowledges may take many years; and,

**WHEREAS**, in order for Colonial to repair, restore, and remediate the Property Damage in a manner such that the Colonial Use Area and the Environmental Condition do not pose a danger or significant risk to public health, the environment, or users of the real property, and such that the Colonial Use Area may be returned to the owner for use as a nature preserve, and in order for Colonial to fulfill obligations as set forth in this Settlement Agreement, Colonial intends as part of its remediation strategy to impose certain, and specific, use restrictions on the Site to address Constituents of Concern (hereinafter defined), or on other specific portions of the Colonial Use Area if necessary to address Perfluoroalkyl and Polyfluoroalkyl Substances (“PFAS”), in connection with obligations set forth in this Settlement Agreement (“Land Use Restrictions” or “LURs”) consistent with the provisions of N.C.G.S. § 143B-279.9 to reduce or eliminate the danger to public health or the environment posed by the Environmental Condition; and,

**WHEREAS**, in order to repair, restore, and remediate the Property Damage, Colonial has requested from the County access to, and the right to use, the Colonial Use Area for different purposes and operations in order to conduct investigative, remedial, and maintenance work activities as more specifically described in the Access Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, releases, compromises, and terms set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The recitals set out above are true and correct and are incorporated herein by reference.

2. Colonial's Obligations. In order to compensate the County for: (i) the County's loss of use of the Property from the commencement of the Environmental Condition through the completion of all the following: (x) all remediation activities by Colonial at the Colonial Use Area; (y) the receipt of a "No Further Action" ("NFA") letter or status from NCDEQ and fulfilling the various applicable requirements, permits, rules, regulations, ordinances, laws, statutes, codes, and the like promulgated by the U.S. Environmental Protection Agency, the Pipeline and Hazardous Materials Safety Administration, the N.C. Department of Labor - Occupational Safety and Health, the N.C. Department of Health and Human Services, NCDEQ, Mecklenburg County Air Quality, Mecklenburg County Health and Human Services Agency, and the Town of Huntersville (collectively, the "Government") with respect to the Environmental Condition; and, (z) when soil, groundwater, and surface water at the Property is non-detect for constituents related to the Environmental Condition; and (ii) the Property Damage resulting from the Environmental Condition in the Colonial Use Area; and in exchange for the County's Obligations described in Paragraphs 3 and 4 below, Colonial will:
- a. Continue to repair and restore the Property Damage consistent with the provisions of the Access Agreement to return the Property to a condition such that it can be used and enjoyed by the residents of the County as a nature preserve;
  - b. Continue remediating any chemical compounds and constituents related to the Environmental Condition (collectively, "Constituents of Concern") identified or known to be present in soils, groundwater, or surface waters within the Site and any additional area within the Colonial Use Area into which those Constituents of Concern may be shown to have migrated to the cleanup standards imposed by NCDEQ with respect to the Environmental Condition until NCDEQ issues a NFA letter or similar document for the Site (as the same may change based on updated assessments by Colonial and approved by NCDEQ);
    - i. Colonial will undertake any and all measures and steps that NCDEQ may require in order to obtain a written NFA determination from NCDEQ such that no further remediation or monitoring of the Site is required; and,
    - ii. The Parties acknowledge and agree that the NFA may, in part, be based upon a NCDEQ determination the Site "does not pose a danger or significant risk to public health, the environment, or users of the" Colonial Use Area, consistent with the provisions of N.C.G.S. § 143B-279.9;
  - c. Restore the Colonial Use Area consistent with the provisions of the Access Agreement; and,
  - d. Acquire a property or properties of similar type, size, and quality as the Colonial Use Area, or as otherwise approved by the County (the "Like Property"), to account for the County's loss of use of the Property. The Parties have identified a Like Property that is satisfactory to both Parties, which is commonly known as that certain ±30.547 ac. tract of land identified as Mecklenburg County Tax Parcel # 00745101, which is located on the north side of Davidson-Concord Road in the Township of Davidson, Mecklenburg

County, as Lot 2 (the "Replacement Property"). Colonial shall undertake commercially reasonable efforts to enter into a purchase agreement for the Replacement Property contingent on all provisions listed in Paragraph 3 below being fulfilled. If Colonial enters into an agreement to purchase the Replacement Property and if all such contingencies are satisfied, then Colonial shall acquire the Replacement Property in fee simple at its own cost and then quitclaim and transfer any right, title, and interest Colonial possesses in the Replacement Property to the County. If Colonial is not able to acquire the Replacement Property on commercially reasonable terms, either due to the unwillingness of the property owners to sell or otherwise, then the County may suggest other property or properties for Colonial to acquire. If a Like Property satisfactory to the County is not acquired within 18 months after the Effective Date, then this Settlement Agreement and the Access Agreement will both terminate; and,

- e. Pay to the County's Natural Areas Restoration Fund \$600,000.00 concurrently with the quitclaim and transfer to the County of any right, title, and interest Colonial possesses in either the Replacement Property, or the alternative property that is suggested by the County, as described in Paragraph 2(d) above; and,
  - f. Comply with all applicable laws and regulations governing the presence of: (a) PFAS at or under the Property that exceed the applicable regulatory standards, if any; and/or (b) Constituents of Concern that exceed the applicable regulatory standards, in each case, in any groundwater that Colonial recovers from the Property and then discharges from the proposed water treatment system to the North Prong of Clark's Creek that is related to the remediation of the Environmental Condition, and Colonial shall also comply with any and all requirements relating to the presence or discharge of such items set forth in subclause(s) (a) and/or (b) above to the North Prong of Clark's Creek that are required, or may be required in the future, pursuant to the NPDES Permit; and,
  - g. In the event PFAS is identified in the Colonial Use Area, whereby the presence of such PFAS exceeds any applicable regulatory standard, then, except to the extent Colonial can reasonably demonstrate that such presence is attributable to causes other than the Environmental Condition, Colonial shall undertake necessary and sufficient measures to prevent any liability for the PFAS to be imputed to the County. Such necessary and sufficient measures may include, but are not limited to, the enactment of Land Use Restrictions at the Colonial Use Area<sup>3</sup> such that the PFAS "does not pose a danger or significant risk to public health, the environment, or users of the" Colonial Use Area, consistent with the provisions of N.C.G.S. § 143B-279.9, but in no event shall require any indemnification or defense obligation not set forth in this Settlement Agreement.
3. County's Obligations. In exchange for Colonial's Obligations described in Paragraph 2 above, the County, for itself, its successors, and its assigns, shall:
- a. (i) Release, discharge, and hold harmless Colonial, its owners and its affiliates, and each of their respective employees, agents, consultants, contractors, subcontractors, and direct

<sup>3</sup> For the avoidance of doubt, Colonial is only granted the right, pursuant to this Settlement Agreement, to enact LURs on the Site to address Constituents of Concern, or on other specific portions of the Colonial Use Area if necessary to address PFAS, in connection with obligations set forth in this Settlement Agreement.

and indirect successors and assigns (collectively with Colonial, “Colonial Representatives”), from and against any and all claims, demands, fines, penalties, costs, expenses, damages, and all other liabilities (each individually a “Claim” and collectively, the “Claims”) that the County may have that arise from, are connected with, or relate to (A) the Property Damage, or (B) the Environmental Condition. The Claims referred to in the first sentence of this Paragraph 3(a) are collectively referred to as the “Released Claims;” and,

(ii) Excluding the Released Claims, the County expressly retains all other future Claims it has against Colonial arising from, in connection with, or relating to (A) damage to the soil, groundwater, and/or surface water within the Property that is outside of the Site, if any, (B) the County’s loss of use of the Property in connection with any such damage outside of the Colonial Use Area, (C) the completion of the restoration of the Colonial Use Area with respect to ensuring the obligations and activities described in Paragraph 2 above have been fulfilled, or (D) any future product release or contamination by Colonial. The Claims referred to in subsection (ii) of this Paragraph 3(a) that the County retains are collectively referred to as the “Excluded Claims;” and,

- b. Execute and deliver to Colonial the Access Agreement simultaneously with delivery of this Settlement Agreement; and,
- c. Provide to Colonial the permits, approvals, and/or permissions that are within the County’s authority to grant, as requested by Colonial, solely for the construction of the water treatment system for the remediation of the Property Damage, and consistent with the rights, permissions, and privileges granted in that Access Agreement executed by the Parties concurrent with the execution of this Settlement Agreement, including, without limitation, approval for Colonial to perform jack and bore activities under and adjacent to Huntersville-Concord Road to install conduit pipes to the Property; and,
- d. Provide to Colonial the approvals and/or permissions to implement the Land Use Restrictions and/or similar institutional controls on portions of the Property as contemplated in the most recent Corrective Action Plan – SR 2448 / Pipeline Right of Way, Incident Number 95827 approved by NCDEQ; and,
- e. Cooperate with Colonial to perform or undertake any actions necessary to implement and enforce the LURs, including, without limitation:
  - i. Recording any notice of applicable LURs that satisfy applicable North Carolina laws and regulations; and,
  - ii. Providing any certifications and performing any related processes, including submitting any and all related documents and forms, in order to maintain the LURs on the specific area of Property consistent with applicable North Carolina laws and regulations; and,
- f. Expediently obtain approval by the appropriate County governing boards, bodies, leaders, managers, and the like, such that the documents described in Paragraphs 3(a)-(e)

above can be fully approved and executed, and the activities and operations described in this Settlement Agreement can be lawfully performed; and,

- g. Allow Colonial to install, post, and maintain signs on the Property, which are either similar in language and form to such signs existing on the Property as of the Effective Date or that specifically state "No Trespassing" or similar language, to discourage and restrict entry and access by the public into the Colonial Use Area; and,
  - h. Cooperate with Colonial as appropriate, and support enforcement efforts by Colonial, to restrict access by unauthorized trespassers onto or within the Colonial Use Area.
4. Remedy in the Event of Breach of Remediation of the Environmental Condition. If the County alleges that Colonial has breached the requirements of Paragraph 2(a) or 2(b) above, the Parties shall meet in good faith to attempt to reach an agreement on any necessary action. If the Parties are unable to reach agreement on remediation, the County agrees that its remedy will be limited to either (a) a lawsuit seeking injunctive relief to compel Colonial to remediate the Environmental Condition such that the NCDEQ will issue a NFA letter or equivalent status; or (b) if and only if the County agrees to take over from Colonial the remediation of the Environmental Condition, reimbursement of the reasonable and documented costs incurred by the County to remediate the Site (as the same may change based on updated assessments by Colonial and approved by NCDEQ) such that the NCDEQ will issue a NFA letter or equivalent status. Except with respect to the foregoing, the County shall not seek recovery from Colonial for any other Claims that the County may have that are inconsistent with the Excluded Claims described in Paragraph 3(a)(ii) above.
5. Indemnification. Colonial shall indemnify, defend, and hold harmless the County and the County's agents, employees, successors, and assigns (collectively with the County, "County Representatives"), from any and all third-party claims, costs, damages, demands, fines, judgments, expenses, liabilities, liens, penalties, and suits caused by (a) Colonial's discharge of water, including all chemical constituents contained therein and including PFAS, to the North Prong of Clark's Creek; (b) the performance of any investigation, remedial, or maintenance work by Colonial or Colonial's agents, consultants, contractors, employees, and/or subcontractors in the Colonial Use Area; or (c) the breach of any covenant by Colonial contained in this Settlement Agreement (collectively, the "Third-Party Claims"), except to the extent of County Representatives' negligence as determined by a court of competent jurisdiction. Colonial shall not have any duty to indemnify, defend, or hold harmless any person under this Paragraph to the extent that such Third-Party Claim results from any unreasonable interference by any County Representative with Colonial's repair, restoration, or remediation efforts or activities, or any substantial failure by any County Representative to reasonably cooperate with Colonial relating to Colonial's repair, restoration, or remediation efforts or activities.
6. No Admission. The Parties agree that this Settlement Agreement does not in any manner constitute an admission by either Party of liability or fault.
7. Voluntary Action. Each of the Parties has fully read this Settlement Agreement before signing and acts voluntarily with full advice of counsel.

8. Notices. Any communications given under this Settlement Agreement will be deemed to have been received when delivered if delivered by hand, U.S. Mail return receipt requested, or national overnight courier service to the applicable Party representative designated below (“Party Representative”) at the address designated below for such Party Representative, if so delivered on a Business Day (a “Business Day” is any day other than a Saturday, Sunday, or federal holiday) before 5 PM at the place of delivery or, if so delivered on a day that is not a Business Day or after 5 PM at the place of delivery, on the next Business Day. Either Party may, by giving notice to the other Party, change its Party Representative designated below to receive notices hereunder and the address for such representatives.

**If to County Party Representative:**

Dena Diorio  
County Manager or Designee  
Mecklenburg County Government  
600 E. Fourth Street  
Charlotte, NC 28202  
(980) 314-2880

**With a copy(ies) to:**

Tyrone Wade  
Mecklenburg County Attorney  
Mecklenburg County Government  
600 E. Fourth St. CMGC 11th Floor  
Charlotte, NC 28202  
(980) 314-2908

Bradford A. De Vore  
Womble Bond Dickinson (US) LLP  
One Wells Fargo Center, Suite 3500  
301 South College Street  
Charlotte, NC 28202-6037  
(704) 331-4941  
*Attorney for County*

**If to Colonial Party Representative:**

Colonial Pipeline Company  
Attn: Preston Seagraves  
Advisor - Operations  
1000 Lake Street  
Alpharetta, Georgia 30009  
(404) 391-6685

**With a copy(ies) to:**

Colonial Pipeline Company  
Attn: David Gray  
Senior Vice President, Chief Legal  
Officer, Chief Compliance Officer &  
Corporate Secretary  
1000 Lake Street  
Alpharetta, Georgia 30009  
(678) 762-2203

9. Integration and Merger. This Settlement Agreement, including Exhibit 1 (Access Agreement), constitutes the entire agreement of the Parties relating to the subject matter expressed herein. No covenants, agreements, promises, representations, or warranties of any kind whatsoever, whether written or oral, have been made by the Parties except as specifically set forth in this Settlement Agreement. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Settlement Agreement.
10. Choice of Law and Forum. This Settlement Agreement is intended to be construed, interpreted, and enforced under North Carolina law without application of any jurisdiction’s choice of law principles.

11. No Waiver. No failure or delay by either Party in exercising any right under this Settlement Agreement operates as a waiver of that right, nor does a single or partial exercise of that right preclude any other or further exercise of that right or any other right under this Settlement Agreement. To be enforceable, any waiver under this Settlement Agreement must be stated in a writing signed by the waiving Party.
12. No Drafting Presumption. Each Party has participated in negotiating and drafting this Settlement Agreement. If an ambiguity or question of intent or interpretation arises, this Settlement Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions.
13. Partial Invalidity; Severability. If any term or provision of this Settlement Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Settlement Agreement will not be affected, and each remaining term and provision of this Settlement Agreement will be valid and enforceable to the fullest extent permitted by law.
14. Execution. This Settlement Agreement may be executed in separate counterparts, each of which will be deemed to be an original version. This Settlement Agreement may also be executed by signatures exchanged in PDF format and will be effective upon such execution.
15. Successors and Assigns. This Settlement Agreement will obligate, bind, and inure to the benefit of the Parties and their respective successors and assigns.
16. Third Party Beneficiaries. This Settlement Agreement does not create any obligations of, or any rights, causes of action, or benefits, in favor of any person or entity other than Colonial Representatives and the County.
17. Authorizations. Each Party represents and warrants that this Settlement Agreement is being signed on its behalf by a representative who is duly authorized to sign on its behalf and to bind that Party to the terms and conditions of this Settlement Agreement.

{{{ SIGNATURE PAGE(S) FOLLOWS }}}}

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IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the Effective Date.

For "Colonial"

COLONIAL PIPELINE COMPANY, a Virginia and Delaware corporation



By: [Signature]

Name: LARRY J. CHARMAN

Title: SVP, TECHNICAL SERVICES

For "County"

MECKLENBURG COUNTY, a Political Subdivision of the State of North Carolina

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 1:  
Access Agreement**

**RIGHT OF ENTRY AND ACCESS AGREEMENT**

**THIS RIGHT OF ENTRY AND ACCESS AGREEMENT** (the “Access Agreement”) is entered into as of this \_\_\_\_ day of November, 2024 (the “Effective Date”), by and between **COLONIAL PIPELINE COMPANY**, a Delaware and Virginia corporation (“Colonial”), and **MECKLENBURG COUNTY**, a Political Subdivision of the State of North Carolina (“Owner”), each sometimes referred to herein as a “Party” and collectively as the “Parties.”

Owner owns certain real property located at 14511 Huntersville-Concord Road in Huntersville, North Carolina 28078, comprised of Tax Parcel ID Nos. 019-401-02 and 019-242-31, also known as the Oehler Nature Preserve (the “Property”) (see Attachment A). On August 14, 2020, a release of gasoline into the soil, groundwater, and/or surface water (the “Environmental Condition”) was discovered within an area of the Property. The North Carolina Department of Environmental Quality (“NCDEQ”) issued a Notice of Regulatory Requirement dated August 20, 2020, to Colonial regarding a release of petroleum from a nearby pipeline owned and operated by Colonial, such release being assigned Incident No. 95827. The NCDEQ and Colonial entered into a Consent Order, effective July 7, 2022 (the “Consent Order”), that among other things, requires Colonial to conduct corrective action at the Property.

On November 21, 2023, NCDEQ approved a Revised Comprehensive Site Assessment (“RCSA”) that delineates the horizontal and vertical extent of the dissolved phase petroleum impacts stemming from the Environmental Condition. The Parties have executed multiple Right of Entry and Access Agreements, dated July 1, 2022, January 1, 2023, July 1, 2023, December 20, 2023, and June 17, 2024 (“Short Term Access Agreements”), which have provided Colonial with the amount of property and access to allow Colonial to remediate the specific portion of the Colonial Use Area (hereinafter defined) that has been included within the delineated area of impacts under the RCSA and any additional area within the Colonial Use Area into which petroleum constituents resulting from the Environmental Condition may be shown to have migrated<sup>1</sup> (collectively, the “Site”<sup>2</sup>). Such Short Term Access Agreements have allowed Colonial to continue recovery and remediation efforts relating to the Environmental Condition within areas of the Property while the Parties negotiate a long-term agreement for access and use of certain areas of the Property.

On June 14, 2023, the NCDEQ issued Colonial a final National Pollutant Discharge Elimination System permit (“NPDES Permit”) to allow for the discharge of treated water into a nearby creek. The NPDES Permit will enable Colonial to construct, operate, and maintain a water treatment system as part of its recovery and remediation efforts relating to the Environmental Condition. On February 17, 2024, Colonial submitted to NCDEQ a Corrective Action Plan that summarizes and documents the corrective measures, activities, and operations Colonial will undertake to remediate the Environmental Condition (the “CAP”). The corrective measures described in the CAP were based on circumstances and site information currently available to

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<sup>1</sup> The Parties acknowledge that, as circumstances change stemming from remediation of the Environmental Condition, the area of the Site may change based on updated assessments by Colonial and approved by NCDEQ.

<sup>2</sup> For the avoidance of doubt, the term “Site” means “the delineated area of impacts under the RCSA and any additional area within the Property into which petroleum constituents resulting from the Environmental Condition may be shown to have migrated.”

Colonial at the time the CAP was submitted; however, in the event circumstances change and new information is gained in the future, the CAP and the corrective measures, activities, and operations described therein may be revised accordingly with NCDEQ approval.

The Environmental Condition has resulted in damage to the soil, groundwater, and/or surface water in, under, and/or on the Site, the Environmental Condition has resulted in loss of use of portions of the Property, specifically the Colonial Use Area, and remediation and emergency response activities related to the Environmental Condition have resulted in impacts to certain areas and landscapes within the Colonial Use Area (collectively, the "Property Damage"). In order for Colonial to remediate the Environmental Condition in a manner such that the Environmental Condition does not pose a significant danger or risk to public health, the environment, or users of the real property such that the impacted areas of the Property may be returned as a nature preserve, and in order for Colonial to fulfill obligations set forth herein this Access Agreement, Colonial intends as part of its remediation strategy to impose certain and specific use restrictions on portions of the Property consistent with the provisions of N.C.G.S. § 143B-279.9 to reduce or eliminate the danger to public health or the environment posed by the Environmental Condition. Furthermore, as part of the efforts that have been, are currently being, and that will be undertaken to remediate the Environmental Condition and to address the Property Damage, Colonial has entered various construction, services, and design agreements with contractors, consultants, design professionals, and the like to undertake construction activities, remediation activities, and other services at and on the Property. This Access Agreement is entered into in connection with such agreements.

Colonial has requested, for itself and for its agents, consultants, contractors, employees, and/or subcontractors (collectively with Colonial, "Colonial Representatives"), access to and the right to use: (i) the Property for certain limited uses, activities, and operations, described in greater detail below as the "Property Permitted Uses," and (ii) a certain specified area of the Property identified on Attachment A (the "Colonial Use Area") for certain additional uses, activities, and operations, described in greater detail below as the "Colonial Use Area Permitted Uses." The Parties enter into this Access Agreement in order to define their respective rights, responsibilities, and obligations relating to access to and use of the Property and the Colonial Use Area, as set forth herein. Simultaneously with this Access Agreement, the Parties are entering into a Settlement and Release Agreement (the "Settlement Agreement").

**NOW THEREFORE**, in accordance with the mutual covenants, terms, and other good and valuable consideration (including the Settlement Agreement, into which this Access Agreement is incorporated), the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals.** The recitals set out above are true and correct and are incorporated herein by reference.
2. **Right of Entry.** Subject to the terms and conditions of this Access Agreement, Owner hereby grants to Colonial Representatives: (a) the right to access and use the Property for the express and limited purposes described below as the Property Permitted Uses, and (b) the right to access and use the Colonial Use Area for the express and limited purposes described below as the Colonial Use Area Permitted Uses. Furthermore, subject to the terms and conditions of this Access Agreement, Owner hereby grants to Colonial Representatives the right of

unimpaired access to the Property, including without limitation the Colonial Use Area, and the right of ingress and egress on, over, and through the Property for the purpose of accessing the Colonial Use Area, for performing the Permitted Uses and for fulfilling the various requirements, permits, rules, regulations, ordinances, laws, statutes, codes, and the like promulgated by the U.S. Environmental Protection Agency, the Pipeline and Hazardous Materials Safety Administration, the N.C. Department of Labor-Occupational Safety and Health, the N.C. Department of Health and Human Services, NCDEQ, Mecklenburg County Air Quality, Mecklenburg County Health and Human Services Agency, and the Town of Huntersville (collectively, the “Government”).

3. Survey, Uses of the Property, and the Colonial Use Area.

A. Colonial will undertake prompt and diligent efforts to obtain a survey of the Property, including the Colonial Use Area, and the legal description of the Property and the Colonial Use Area derived from the survey will be used as the legal description of the Property and the Colonial Use Area for purposes of this Access Agreement and, subject to the County’s review and approval, will replace Attachment A to this Access Agreement (it being understood that the description of the Property and the Colonial Use Area reflected on Attachment A as of the Effective Date is for informational purposes only.)

B. The Property. Colonial shall have the right to use the Property for the “Property Permitted Uses,” which pertains to those areas of the Property that are outside of the Colonial Use Area and means non-invasive and non-ground disturbing uses and activities related to surface water sampling, surveying, the deployment of assets during a release of petroleum products or other chemical constituents (e.g., booms for surface water protection, the construction and installation of underflow dams, etc.), and other minor non-ground disturbing activities consistent with or in support of Colonial’s efforts to comply with the Consent Order, the NPDES Permit, the CAP, and any other regulatory or remediation requirements of the Government. Specifically excluded from the Property Permitted Uses are installing, maintaining, and operating any wells (including water supply wells, monitoring wells, remediation system wells, and the like), and/or pipelines (including hose lines and the like) associated with the remediation of the Environmental Condition. Property Permitted Uses also excludes Unpermitted Uses (defined herein). For the avoidance of doubt, and without limiting the generality of the foregoing, Property Permitted Uses does not include the excavation of soils or the removal of any trees or vegetation.

C. The Colonial Use Area. Colonial shall have the right to use the Colonial Use Area for the “Colonial Use Area Permitted Uses” (and, together with the Property Permitted Uses, the “Permitted Uses”), which means accessing, installing, operating, maintaining, modifying, removing, and replacing all components of any recovery, treatment, remediation, and water discharge facilities and systems that Colonial elects to employ consistent with or in support of Colonial’s efforts to comply with the Consent Order, the NPDES Permit, the CAP, and any other regulatory or remediation requirements of the Government. The Colonial Use Area Permitted Uses also include, without limitation, the uses, activities, and operations described on Attachment B attached hereto and

incorporated herein by reference. For the avoidance of doubt, Colonial Use Area Permitted Uses excludes Unpermitted Uses.

- D. Unpermitted Uses. Notwithstanding anything to the contrary contained herein, the term “Unpermitted Uses” means the uses, activities, and operations described on Attachment C, attached hereto and incorporated herein by reference. If Colonial wishes to undertake any Unpermitted Uses on the Property or the Colonial Use Area, then Colonial must first obtain written approval from the Division Director of the Nature Preserves and Natural Resources at Mecklenburg County Park and Recreation (“Division Director”) to undertake any such Unpermitted Use.
4. Quality of Work. All work performed on the Property, including the Colonial Use Area, by Colonial Representatives pursuant to this Access Agreement must be performed in a professional manner in accordance with the professional standards of environmental consulting firms in the area and in accordance with applicable laws and regulations.
5. Term. The rights granted herein are effective as of the Effective Date.
- A. The rights granted herein will remain in effect for ten years from the Effective Date (“Initial Term”) and will be subject to extensions at Colonial’s request and the County’s approval, whereby such requests by Colonial to the County shall not be unreasonably withheld, for an unlimited number of successive five-year terms (each such five-year extension is a “Renewal Term” and together with the Initial Term, the “Access Period”, and for avoidance of doubt, Colonial’s request to extend this Access Agreement for the Renewal Terms will not require the payment of any additional consideration to Owner) so long as Colonial continues to diligently pursue during the Access Period operations associated and consistent with this Access Agreement (including Colonial’s restoration obligations described in Section 6 herein), the Consent Order, the NPDES Permit, or the CAP (as approved by NCDEQ) until the issuance of a No Further Action (“NFA”) letter or equivalent document from NCDEQ for the Environmental Condition, unless this Access Agreement is terminated earlier as provided in Section 5(B) below. Upon the issuance of a NFA letter or its equivalent for the Environmental Condition, the Access Period will continue for two years thereafter to allow Colonial time to remove its equipment and restore the impacted areas of the Colonial Use Area consistent with Colonial’s restoration obligations as described more specifically in Section 6 below, unless this Access Agreement is terminated earlier as provided in Section 5(B) below.
- B. At any time during the Access Period, the Owner may terminate this Access Agreement for any material breach of this Access Agreement or the Settlement Agreement or the termination of the Settlement Agreement. Any such termination by Owner must be in writing with a reasonably detailed description of the applicable material breach or termination, and will be effective only if such breach is not cured to the Owner’s reasonable satisfaction within 60 days following receipt by Colonial of such written notice consistent with the provisions of Section 11 below. The time to cure can be extended in the County’s reasonable discretion if the material breach, or its cure, relates to or involves a government requirement, regulation, ordinance, or the like (“Government Requirement”) that prevents Colonial from curing within 60 days, in which case Colonial

will have the additional time necessary to comply with or accommodate those Government Requirements. Further, if Colonial reasonably determines that additional time beyond 60 days will be required to cure the material breach, then Colonial may make a written request to the County consistent with Section 11 below.

6. **Restoration.** Upon the earlier of the expiration of the Access Period or lawful termination of this Access Agreement, Colonial shall, at Colonial's sole expense, restore the Colonial Use Area consistent with a restoration plan approved by County, which approval will not be unreasonably withheld, which such restoration plan shall, at a minimum, include (1) the planting of native tree species having a caliper size of 2.5 inches or being six-foot in height for evergreen and multi-stem trees, or otherwise having such natural characteristic as required by the Division Director, and at a number determined by the Division Director consistent with the property characteristics prior to the Environmental Condition, and (2) the removal of wells, pipelines related to remediation, equipment, tools, materials, excess soil cuttings, and other objects generated or installed as part of the Colonial Use Area Permitted Uses. The restoration will be completed in two phases. Phase 1 restoration shall commence after the remediation system becomes operational and select recovery infrastructure is removed from the Colonial Use Area. Phase 2 restoration shall commence following: (i) completion of all remedial activities legally required by the Government and consistent with the approved CAP, (ii) the receipt of a NFA letter or similar document from NCDEQ, and (iii) decommissioning of all remediation system components. Such restoration activities will be conducted promptly and in good faith and in accordance with the Consent Order, the CAP, the NFA or similar requirements in connection with NFA status from NCDEQ with respect to the Environmental Condition, and all applicable local, state, and federal laws, requirements, and regulations.
7. **Environmental Reports.** Colonial will promptly provide Owner with notice of Colonial's submittal of final environmental reports, final work plans, and final analytical data (the "Reports") submitted to NCDEQ or the Government regarding the Property. At the County's request, Colonial will provide the County, at no charge, with copies of or access to the Reports. Colonial will also promptly provide Owner with written notice of any Claims (defined in Section 8 herein) related to or arising from Colonial Representatives conducting the Permitted Uses on or within the Colonial Use Area or the Property.
8. **Indemnification.** Colonial Representatives shall enter the Colonial Use Area and the Property at their own risk and accept the Property, including the Colonial Use Area, in its "as is" condition for purposes of performing the Permitted Uses. Colonial shall defend Owner and Owner's agents, employees, successors, and assigns (collectively with Owner, "Owner Representatives") from any and all third-party claims, costs, damages, demands, fines, judgments, expenses, liabilities, liens, penalties, and suits caused by (i) the performance of the Permitted Uses by Colonial Representatives on or within the Colonial Use Area or the Property; (ii) the entry of the Property and the Colonial Use Area by Colonial Representatives during the Access Period; or (iii) any breach by Colonial of this Access Agreement (collectively, the "Third-Party Claims"). In fulfilling its obligations pursuant to this Paragraph 8, Colonial shall engage competent legal counsel to represent Owner Representatives' interests, or Colonial's and Owner Representatives' joint interests as the case may be, in such defense. To the extent a conflict of interest exists preventing joint

representation, Owner may elect to choose its own counsel in such defense, and Colonial shall reimburse Owner such reasonable defense costs and expenses. With respect to the Third-Party Claims described in this Paragraph 8, Colonial shall indemnify and hold harmless Owner Representatives from any and all Third-Party Claims except to the extent of Owner Representatives' negligence as determined by a court of competent jurisdiction. This obligation will survive the termination or expiration of this Access Agreement.

- 9. **Insurance.** Colonial will carry a minimum of \$5,000,000.00 of insurance coverage for General Commercial Liability and Pollution Liability. Colonial shall have the option to, and may elect to maintain, self-insurance having retentions sufficient to satisfy such insurance requirements. Colonial, solely at its cost, will have the Owner added as an additional insured to Colonial's policies. Upon written request by Owner, Colonial shall provide a copy of Colonial's Certificate of Insurance to Owner.

Unless otherwise approved or exempted by Owner in writing, Colonial will require that any contractor used by Colonial to perform Permitted Uses carry a minimum of \$5,000,000.00 of insurance coverage for General Commercial Liability, and, if applicable as determined by Colonial, Error and Omissions and/or Pollution Liability. Colonial will require that all other contractors performing services on the Property carry a minimum of \$1,000,000 of insurance coverage for General Commercial Liability.

- 10. **Assignment.** No assignment of this Access Agreement by Colonial will be effective without the express written consent of Owner.
- 11. **Notice.** Any communications given under this Access Agreement will be deemed to have been received when delivered if delivered by hand, U.S. Mail, return receipt requested, national overnight courier service to the applicable Party representative designated below ("Party Representative") at the address designated below for such Party Representative if so delivered on a Business Day (a "Business Day" is any day other than a Saturday, Sunday, or federal holiday) before 5 PM at the place of delivery or, if so delivered on a day that is not a Business Day or after 5 PM at the place of delivery, on the next Business Day. A Party may also provide notice by email if the notice is subsequently provided by one of the methods described in the prior sentence and the receipt of the initial email communication is acknowledged by the applicable Party representative. Either Party may, by giving notice to the other Party, change its Party Representative designated below to receive notices hereunder and the address and email address for such representatives.

**If to County Party Representative:**  
Dena Diorio  
County Manager or Designee  
Mecklenburg County Government  
600 E. Fourth Street  
Charlotte, NC 28202  
Dena.Diorio@Mecklenburgcountync.gov  
(980) 314-2880

**If to Colonial Party Representative:**  
Colonial Pipeline Company  
Attn: Preston Seagraves  
Advisor - Operations  
1000 Lake Street  
Alpharetta, Georgia 30009  
Email: pseagrav@colpipe.com  
Phone: (404) 391-6685

**With a copy(ies) to:**  
Tyrone Wade  
Mecklenburg County Attorney  
Mecklenburg County Government  
600 E. Fourth St. CMGC 11th Floor  
Charlotte, NC 28202  
TyroneC.Wade@mecklenburgcountync.gov  
(980) 314-2908

Bradford A. De Vore  
Womble Bond Dickinson (US) LLP  
One Wells Fargo Center, Suite 3500  
301 South College Street  
Charlotte, NC 28202-6037  
(704) 331-4941  
*Attorney for County*

**With a copy(ies) to:**  
Colonial Pipeline Company  
Attn: David Gray  
Senior Vice President, Chief Legal  
Officer, Chief Compliance Officer &  
Corporate Secretary  
1000 Lake Street  
Alpharetta, Georgia 30009  
dwgray@colpipe.com  
(678) 762-2203

12. Entire Agreement. Excluding the Settlement Agreement, which is being entered into simultaneously with this Access Agreement, this Access Agreement constitutes the entire agreement between the Parties relating to the subject matter expressed herein. No covenants, agreements, promises, representations, or warranties of any kind whatsoever, whether written or oral, have been made by the Parties except as specifically set forth in this Access Agreement and the Settlement Agreement. All prior and contemporaneous discussions and negotiations concerning the issues of access and use of the Property and the Colonial Use Area have been and are merged and integrated into, and are superseded by, this Access Agreement.
13. Choice of Law and Forum. This Access Agreement is intended to be construed, interpreted, and enforced under North Carolina law without application of any jurisdiction's choice of law principles. The Parties agree any litigation concerning this Access Agreement must be brought in a North Carolina state or federal court.
14. No Waiver. No failure or delay by either Party in exercising any right under this Access Agreement operates as a waiver of that right, nor does a single or partial exercise of that right preclude any other or further exercise of that right or any other right under this Access Agreement. To be enforceable, any waiver under this Access Agreement must be stated in a writing signed by the waiving Party.
15. No Drafting Presumption. Each Party to this Access Agreement has been, and as of the Effective Date, is, represented by counsel. Each Party has participated in negotiating and drafting this Access Agreement. If an ambiguity or question of intent or interpretation arises, this Access Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions.
16. Partial Invalidity; Severability. If any term or provision of this Access Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the

remainder of this Access Agreement will not be affected, and each remaining term and provision of this Access Agreement will be valid and enforceable to the fullest extent permitted by law.

- 17. Execution. This Access Agreement may be executed in separate counterparts, each of which will be deemed to be an original version. This Access Agreement may also be executed by signatures exchanged in PDF format and will be effective upon such execution.
- 18. Successors and Assigns. This Access Agreement will obligate, bind, and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 19. Authorizations. Each Party represents and warrants that this Access Agreement is being signed on its behalf by a representative who is duly authorized to sign on its behalf and to bind that Party to the terms and conditions of this Access Agreement.

IN WITNESS WHEREOF, the Parties have caused this Access Agreement to be executed as of the Effective Date.

For "Colonial"

COLONIAL PIPELINE COMPANY, a Virginia and Delaware corporation



By: [Signature]

Name: LARRY J. CHAPMAN

Title: SVP, TECHNICAL SERVICES

For "Owner"

MECKLENBURG COUNTY, a Political Subdivision of the State of North Carolina

By: \_\_\_\_\_

Name: \_\_\_\_\_

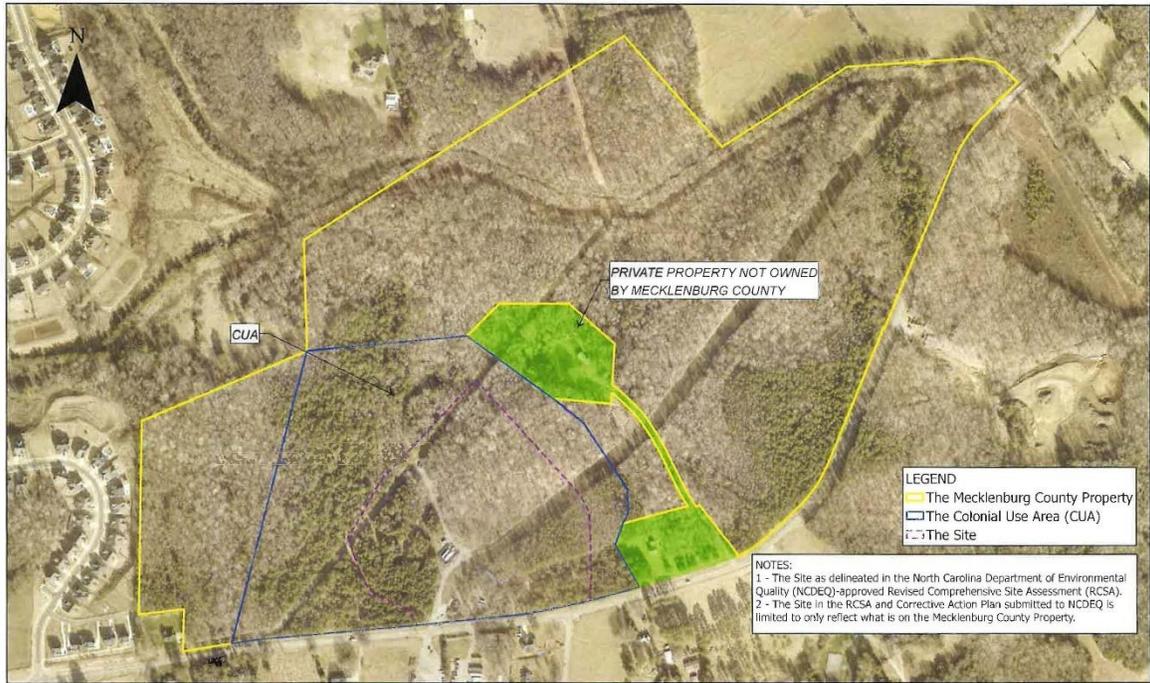
Title: \_\_\_\_\_

**Attachment A:**

**The Property**

**14511 Huntersville-Concord Road in Huntersville, North Carolina**

14511 Huntersville-Concord Road in Huntersville, North Carolina 28078,  
Comprised of Tax Parcel ID Nos. 019-401-02 and 019-242-31



## Attachment B

### Colonial Use Area Permitted Uses

**ATTACHMENT B**  
**COLONIAL USE AREA PERMITTED USES**

- Colonial may excavate soil to install remediation piping, pipe conduits, and pipe chases within the existing Colonial pipeline right-of-way (“ROW”) in the Colonial Use Area.
- Colonial may maintain the above ground piping network, and Colonial may expand or add new above ground remediation piping in the Colonial Use Area.
- Colonial may cut any trees less than or equal to 10 inches diameter at breast height (DBH) and clear vegetation in the Colonial Use Area.
- Colonial may trim, cut, or remove overhead dead tree limbs and branches in the Colonial Use Area if they present a safety hazard to Colonial Representatives working in the Colonial Use Area. For the avoidance of doubt, such maintenance or removal of overhead dead tree limb and branches in the Colonial Use Area may occur on a tree with a trunk greater than 10 inches DBH. Notwithstanding anything to the contrary contained herein, Colonial may not create a condition by trimming, cutting, or removing an overhead or dead tree limb that would lead to the death of a tree with a trunk greater than 10 inches DBH without the prior written approval of Owner.
- Colonial may excavate soils or clear trees during the operation of trucks and heavy equipment (i.e., back hoes, skid loader, or cranes) as needed to complete existing system modifications or maintenance to equipment in the Colonial Use Area related to any use permitted in this Attachment B; provided, however, Colonial may not cut or clear trees with a trunk greater than 10 inches DBH or perform soil excavation greater than 500 square feet by 2 feet deep.
- Colonial may perform surficial soil abatement for incidental spills, which is an excavation with a maximum impact of 500 square feet disturbance by 2 feet deep on the condition Colonial considers and implements mitigation strategies and methods to prevent damage to any adjacent tree root structures near the surficial soil abatement to protect any tree with a trunk greater than 10 inches DBH in the Colonial Use Area.
- Colonial may bring soil approved by NCDEQ from an offsite source to be used on site after excavations are complete to fill in such excavations in the Colonial Use Area.
- Colonial may implement a Spill Prevention, Control, and Countermeasures (“SPCC”) plan and spill response procedures, which may include restructuring berms and excavation or construction of appropriate secondary containment in the Colonial Use Area.
- Colonial may modify or repair the existing well network in the Colonial Use Area.
- Colonial may move remediation equipment (i.e. trailer and skid mounted) and reconfigure above ground piping and associated below ground electrical and natural gas or propane utilities in the Colonial Use Area.

- Colonial may excavate to install routing piping and maintain such routing pipes through existing buried conduits at access road crossings along the Colonial ROW in the Colonial Use Area.
- Colonial may install pole-mounted style swing gates or similar swing gate structures so as to block and limit access over, across, and through (i) the Colonial RoW, and/or (ii) any access route that may be used for vehicular traffic over, across, and through the Colonial Use Area.
- Colonial may install and maintain equipment, such as silt fencing, chipped logs, etc., as part of its Erosion and Sediment Control (“E&SC”) and stormwater best management practices (“BMPs”) plans as needed to comply with pertinent E&SC/BMP requirements in the Colonial Use Area.
- Colonial may install oak matting or plastic matting, as needed in Colonial’s determination, in existing access routes to facilitate ingress and egress on, over, and across the Colonial Use Area.
- Colonial Representatives may perform pest control services (i.e. to mitigate stinging insects) in work areas for the safety of the Colonial Representatives in the Colonial Use Area.
- Colonial may maintain or remove gravel, crushed stone, and earthen berms used for access roads, loading ramps, and frac tank dikes in the Colonial Use Area.
- Colonial may access surface water sample locations in the Colonial Use Area as required by NCDEQ.

**Attachment C**  
**Unpermitted Uses**

**ATTACHMENT C**  
**UNPERMITTED USES**

- Colonial may not perform soil excavations except as permitted and described on Attachment B - Colonial Use Area Permitted Uses.
- Colonial may not clear trees with trunks greater than 10 inches DBH on the Property or in the Colonial Use Area.
- Colonial may not install new wells for remedial activities on the Property or Colonial Use Area.
- Colonial may not perform a remedial activity involving subsurface injections other than air (e.g., in-situ chemical oxidation) on the Property or Colonial Use Area.
- Colonial may not install permanent fencing on the Property or Colonial Use Area. Permanent fencing means any fencing structure installed and in place for longer than 90 days.
- Unless required by a Government regulation, rule, requirement, ordinance, or the like, Colonial may not install above ground signage on posts that would otherwise inform persons present within the Colonial Use Area of hazards within the Colonial Use Area, including but not limited to slip, trip, and fall hazards.

***The Settlement and Release Agreement with the Right of Way Agreement recorded in Ordinance Book 53, Documents #78 and 79.***

The following items have been pulled by Commissioner Powell for clarity and/or public awareness.

**24-0651      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.

***Commissioner Rodriguez-McDowell left the meeting at 8:56 p.m. without returning.***

November 19, 2024

**ADJOURNMENT**

Motion was made by Commissioner Altman, seconded by Commissioner Griffin, and unanimously carried, that there being no further business to come before the Board that the meeting be adjourned at 9:05 p.m.

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Arlissa Eason, Deputy Clerk to the Board

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George Dunlap, Chair