

Meeting Minutes  
April 15, 2025

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 5:19 p.m. and in Formal Session in the Meeting Chamber of the Charlotte-Mecklenburg Government Center at 6:04 p.m. on Tuesday, April 15, 2025.

ATTENDANCE

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

**Absent:** None

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**-INFORMAL SESSION-**

**CALL TO ORDER**

*The meeting was called to order by Chair Jerrell, 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:

- 25-0202** Commissioner Leake
- 25-0205** Commissioner Leake
- 25-0207** Commissioner Rodriguez-McDowell
- 25-0210** Commissioner Leake

STAFF BRIEFINGS

**25-0241 APPOINTMENT AND REMOVAL PROCESS**

The Board received information to discuss the advisory board appointment and removal process.

*Background: A request was made by the Board Chair to discuss a removal process where the Board has made an appointment to a committee or a board.*

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County Attorney Wade provided guidance for appointment and removal.

The Board's Appointment Policy, Section 6, authorizes the Board to remove any member for any reason, or no reason, upon a motion made by a particular member of the Board that sustained a majority number of votes for the removal.

The Board did not need to craft a separate or new process to handle the matter

He suggested the Board follow the current process for items to be added to the agenda because a vote needed to be taken by the Board to remove, or not, someone who was requested by a Commissioner to be removed from a committee or board.

He said for a matter to appear on the agenda, any Board member would need two sponsors to bring the matter forth for consideration. He suggested that item to be added under Commissioner Reports and Requests.

He said because the individual up for consideration of removal may be removed without justification, and to maintain due process, he suggested the following:

- The Commissioner who was seeking sponsorship and requesting the Board to consider the removal of the committee or board member to reach out to them and inform them of their opportunity to be heard during the meeting in which the item would appear on the agenda.
- The individual in consideration for removal be informed they and whoever they chose to bring with them could address the Board when the matter was called to speak and provide their side.
- The Individual bringing the matter forth be given prompt notice that the matter will appear on the agenda for consideration.
- If the individual did not appear, it could make it easier for the Board's decision.
- Following the opportunity for the individual in question to provide their position in the situation, the Board could then vote whether to remove the individual.
- The policy spoke separately with regards to removal due to attendance

## Comments

Commissioner Powell asked about the difference between the control the Board had with a State formed board versus a County board. *County Attorney Wade said if the position to which the appointment had been made by legislation, they would have to follow that policy and would not have the latitude to remove the individual but because the board in question was not such, the removal would be well within the Boards authority.*

Commissioner Powell said there were only two people who requested the removal of the individual in question and was thankful for their diligence regarding due process.

Commissioner Townsend-Ingram asked if other individuals excluding the individual in consideration for removal would be permitted to publicly express their opinions on the matter. *County Attorney Wade said yes, during the public appearance portion of the meeting.*

Commissioner Dunlap said he wanted to clarify that a citizen could not request the person be removed as only a member of the Board of County Commissioners could make those decisions and any person could be accused of similar things so, until there was enough legitimate concern for the Board to consider removal, they should leave it be.

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Commissioner Griffin said there wasn't a formula for due process beyond giving them three minutes to speak on the matter because it was within their purview as to what the Board decided to do with that seat or person. *County Attorney Wade said if a Commissioner obtained sponsors to add the item to the agenda at the request for a removal, depending on the issue, three minutes may have not been sufficient and so the Board would have to take action to amend the policy at that hearing to allow an extension of time, so they fully heard those who were present.*

Commissioner Altman said she had not engaged with the constituent yet but, if she were to, she would request clarification regarding the alleged wrongdoing because, although she read 24 paragraphs on the matter, she failed to find what it was.

Commissioner Leake said she did not believe she received the information.

Chair Jerrell said he wanted to ensure the Board understood the process and they were all on the same page.

Commissioner Meier asked how long their term was and how long they'd been in it. *Clerk to the Board Kristine Smith said it was an unexpired term that was set to end September 2026.*

Commissioner Leake asked how long the term was. *Clerk to the Board Smith said four years.*

Commissioner Rodriguez-McDowell requested clarification of information provided by County Attorney Wade with regards to the agenda process which was provided by County Attorney.

Commissioner Rodriguez-McDowell asked if it had to be public. *County Attorney Wade said yes.*

Commissioner Meier asked if there was a hearing and people spoke toward it, could the person in question also speak to it. *County Attorney Wade said yes and that was his suggestion.*

Chair Jerrell said the purpose of their discussion was to ensure they were all on the same page because there was confusion and misinformation. He said it did not seem like anyone from the Board would make a motion to have that person removed so when he followed up with additional emails, he would let them know that there was no motion to do so.

Commissioner Powell said if someone was unhappy, they could come and speak during public appearance.

Commissioner Dunlap said the Board could not respond publicly to the woman who would speak at the Public Appearance portion of their meeting as they would be following their normal process.

Commissioner Powell requested that if they needed to remove a person, the Board should all be made aware of it before putting it on the agenda.

Mollie James, Executive Director of Wayfinders Youth Empowerment in Charlotte, introduced Wayfinders and its offerings to the Board. She said students entered the program in 4th grade and stayed through 12th grade and were paired with a long-term mentor. She said the students were attending the BOCC meeting to learn about local government and introduced the children to the Board.

## **CLOSED SESSION - None**

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

**-FORMAL SESSION-**

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**CALL TO ORDER**

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

**AWARDS/RECOGNITION**

**25-0177          PROCLAMATION – DECLARING APRIL 2025 AS NC REENTRY MONTH  
(COMMISSIONER MEIER)**

*Background: The State of North Carolina Has declared April 2025 as NC Reentry Month. All citizens Are encouraged to join in supporting persons and families living with criminal histories and those who work to ensure their transition back into the community is successful.*

The proclamation was sponsored by Commissioner Meier and co-sponsored by Chair Jerrell and Commissioner Rodriguez-McDowell.

The proclamation was read by Commissioner Meier.

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, and unanimously carried, to adopt a Proclamation declaring April 2025 as NC Reentry Month in Mecklenburg County.

Latashia Young, Criminal Justice Program Manager for Reentry Services, received the proclamation and gave remarks.





**25-0234      PROCLAMATION – NATIONAL COUNTY GOVERNMENT MONTH (CHAIR JERRELL)**

*Background: National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties (NACo) has encouraged counties to actively promote county roles and responsibilities in serving residents.*

Chair Mark Jerrell read the proclamation.

Motion was made by Chair Jerrell, seconded by Commissioner Griffin, and unanimously carried, to adopt a Proclamation declaring April 2025 as County Government Month in Mecklenburg County.



**Comments**

Commissioner Dunlap suggested that a copy of the proclamation be sent to the National Association of Counties on behalf of Mecklenburg County.

Commissioner Townsend-Ingram thanked everyone and the citizens for electing her.

Commissioner Griffin said he always tried to educate people. He said there were 3069 counties in America, with Mecklenburg County being the 41st largest County.

Commissioner Leake stated, as it related to those who worked for the County, that the work couldn't be done without them. She said County Manager Dena Diorio served them well



25-0158      PUBLIC ART MOMENT

The Board received a presentation on the Mecklenburg County Public Art Collection.

*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.*

# Charlotte-Mecklenburg Public Art Collection Mapping

ASC and Mecklenburg County  
Geospatial Information Services

<https://artsandscience.org/public-art/>

Location

1

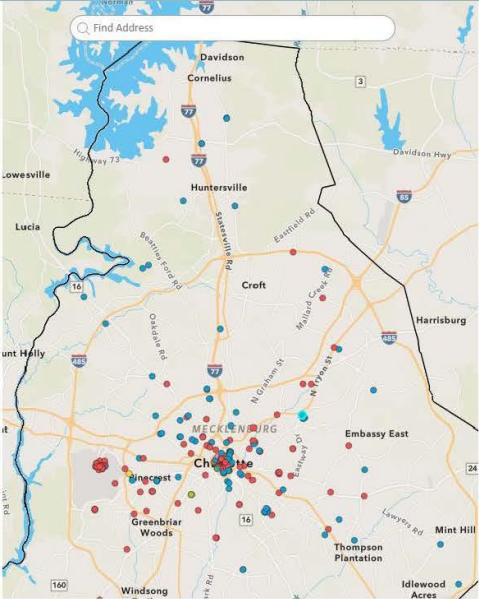
^

v


Miles

Type an address to find public art near you, or select a location on the map to view details.

Find Address



Ella B. Scarborough Community Resource Center



Install Location is

430 Stitt Rd, Charlotte, NC 28213

Owner is

Mecklenburg County - Public

Artist(s)

Nova Jiang


Project Title and Medium

Cloud Lillies

Exterior - Sculpture

[Directions on Google Maps to public art location](#)

Application is updated bi-annually



ARTS & SCIENCE COUNCIL

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Location

1 Miles

Type an address to find public art near you, or select a location on the map to view details.

Charlotte-Mecklenburg Library

Install Location is

North County Regional Library

16500 Holly Crest Ln, Huntersville, NC 28078

Owner is

Mecklenburg County - Public

Artist(s)

Martha Clippinger

Project Title and Medium

Open Stacks

Interior - Mural

[Directions on Google Maps to public](#)

Location

5 Miles

Input location

2014 STATESVILLE AV, CHARLOTTE, NC, 28206

ASC Artwork Locations 154

2014 statesville ave

2014 STATESVILLE AV, CHARLOTTE, NC, 28206

Double Oaks Family Aquatic Center

Install Location is

Double Oaks Family Aquatic Center

2014 Statesville Ave, Charlotte, NC 28206

Owner is

Mecklenburg County - Public

Artist(s)

Marc Moulton

Project Title and Medium

Stream

Exterior - Sculpture

[Directions on Google Maps to public](#)

PUBLIC APPEARANCE

25-0214 PUBLIC APPEARANCE

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

1. Diana Pollard

2. Judy Schindler

3. Xavier Torres de Janon

4. Kaya Allyn

5. Sophie Sommer

6. Rafaella Vaca

7. Mina Ezikpe

8. Peri Salman

Data on Hispanic Homeownership

MLK and Holocaust Memorials in Marshall Park

Militarized Police Training Facility (Cop City)

Cop City

Construction of a first responder training center on Educational property.

Levine campus training facility.

Levine campus training facility.

Cop City training facility being built at CPCC.

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|--------------------|---|
| 9. Elise Redmond   | Replacement of Mecklenburg County appointee on the Lake Norman Marine Commission.                     |
| 10. Anjonet Austin | Drowning of her son, Keith Austin, on Lake Norman 2 years ago – 4 <sup>th</sup> of July, lake safety. |

## APPOINTMENTS – NONE

## PUBLIC HEARINGS

### 25-0200      TEFRA HEARING NOVANT HEALTH

Motion was made by Commissioner Dunlap, seconded by Commissioner Griffin, and unanimously carried, to open a TEFRA Public Hearing to receive public comments on the proposed financing by Novant Health.

*Background: As more fully explained in the attached Resolution, Novant and other Benefiting Entities (the "Borrower") has requested that the National Finance Authority (the "Authority") issue Revenue Bonds (Novant Health Energy Project), to be issued as qualified Section 501 (c)(3) bonds under Section 145 of the Code in one or more series, issuance, or advances (the "Bonds"), in an aggregate principal amount not to exceed \$855,000,000 for the following purpose:*

- (1) The Bonds will finance and refinance facilities across the State of North Carolina and the State of South Carolina, including facilities located within the County.*
- (2) Federal tax law requires that tax-exempt bonds issued to finance facilities for non-profit entities be approved by the elected legislative body of the governmental units that (1) control the issuer of the bonds and (2) have jurisdiction over the area in which the facility is located after holding a public hearing.*

*Section 147(f) of the Code requires that any tax-exempt bonds issued by the Authority may only be issued following a public hearing with respect to the issuance. Hosting the public hearing and approving issuance of the bonds is ministerial and does not place any financial burden upon the governmental entity approving the resolution.*

Motion was made by Commissioner Leake, seconded by Commissioner Griffin, and unanimously carried, to close the Public Hearing and adopt a Resolution entitled Resolution of the Board of Commissioners of Mecklenburg County, North Carolina Approving the Issuance of Revenue Bonds of the National Finance Authority, a component unit of the business Finance Authority, a component unit of the Business Finance Authority of the State of New Hampshire, for Novant health Energy Projects, by the Public Finance Authority in an aggregate principal amount not to exceed \$855,000,000 for the purposes stated therein.

DRAFT

**EXTRACTS FROM MINUTES OF BOARD OF COMMISSIONERS**

The Board of Commissioners for the County of Mecklenburg, North Carolina (the “County”) held a regular meeting in the Board of Commissioners Meeting Chamber at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 6:00 p.m. on April 15, 2025. The following Commissioners were:

Present:

Absent:

\* \* \* \* \*

Motion was made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ and carried unanimously, to open the public hearing.

**WHEREAS**, at \_\_\_\_ p.m., the Chairman announced that the Board of Commissioners (the “Board”) would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the National Finance Authority (the “Authority”), a component unit of the Business Finance Authority of the State of New Hampshire, of its Revenue Bonds (Winston-Salem Sustainable Energy Partners) in one or more series (the “Bonds”), in an aggregate principal amount not to exceed \$855,000,000;

**WHEREAS**, the Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), and the proceeds from the sale of the Bonds will be applied by the Borrower (defined below) to (1) pay or reimburse the costs of the Energy Projects (as defined in the notice of public hearing attached hereto as Exhibit A (the “TEFRA Notice”)) at certain hospitals and related facilities located at the addresses set forth in the TEFRA Notice and owned and operated by Novant Health, Inc., a North Carolina nonprofit corporation (“Novant”), and certain of its affiliates described in the TEFRA Notice (collectively, the “Benefitting Entities”), (2) pay, or reimburse Novant for paying, a portion of the costs of the 2025 Projects (as defined in the TEFRA Notice), (3) if determined to be applicable, refund existing indebtedness of Novant, the proceeds of which were used to initially finance a portion of the 2025 Projects, (4) if determined to be desirable, pay a portion of the interest accruing on the Bonds, and (5) pay certain expenses incurred in connection with the issuance of the Bonds by the Authority;

**WHEREAS**, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Winston-Salem Sustainable Energy Partners LLC (the “Borrower”), an Arizona limited liability company, for the ultimate benefit of Novant and the other Benefitting Entities;

**WHEREAS**, the Borrower, Novant and the other Benefitting Entities are organizations described in Section 501(c)(3) of the Code or are properly classified as disregarded entities whose ultimate owner is an organization described in Section 501(c)(3) of the Code. The Energy Projects and the 2025 Projects are together referred to as the “Project.” The Project is or will be owned or operated by Novant and the other Benefitting Entities;

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**WHEREAS**, Section 147(f) of the Code, requires that any tax-exempt bonds issued by the Authority for the Project may only be issued after such issuance is approved by the County following a public hearing with respect to such issuance;

**WHEREAS**, pursuant to Section 162-S:10(I) of the New Hampshire Statutes, prior to the Authority issuing bonds subject to Section 147(f) of the Code, the state or political subdivision within whose boundaries the project to be financed is located must have approved the financing of the project, which with respect to a portion of the Project includes the County;

**WHEREAS**, Novant has requested that the Board approve the financing and refinancing of the Project and the issuance of the Bonds, in an amount not to exceed \$855,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and approve the financing of the portion of the Project located in the County in order to satisfy the requirements of Section 162-S:10(I) of the New Hampshire Statutes;

**WHEREAS**, the TEFRA Notice was published on April \_\_, 2025 in the *Charlotte Observer* setting forth a general, functional description of the type and use of the facilities to be financed and refinanced with the proceeds of the Bonds, the maximum principal amount of the Bonds to be issued, the initial owner and operator of the facilities and the location of the facilities, among other things;

**WHEREAS**, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows:

[None.]

**WHEREAS**, the Chairman of the Board inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Chairman of the Board determined that no other persons who wished to speak at the public hearing were found; and

**WHEREAS**, a purpose of the above-described public hearing and this resolution is to satisfy the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code;

After the Board had heard all persons who had requested to be heard, Commissioner \_\_\_\_\_ moved that the public hearing be closed. The motion was adopted unanimously.

Commissioner \_\_\_\_\_ introduced the following resolution, a copy of which had been distributed to each Commissioner:

RESOLUTION APPROVING THE ISSUANCE OF NOT TO EXCEED  
\$855,000,000 TAX-EXEMPT BONDS TO BE ISSUED BY THE NATIONAL  
FINANCE AUTHORITY FOR THE BENEFIT OF NOVANT HEALTH, INC.



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

Section 1. The proposed issuance of the Bonds by the Authority in an amount not to exceed \$855,000,000, the proceeds of which will be used to finance and refinance costs of the Project, a portion of which is within the jurisdiction of the County, is hereby approved for the purposes of Section 147(f) of the Code. Additionally, it is the purpose and intent of the Board that this resolution also constitute approval by the Board of the financing of the portion of the Project located in the County through the issuance of the Bonds by the Authority in accordance with Section 162-S:10(I) of the New Hampshire Statutes. The Board is the governing body of the political jurisdiction within whose boundaries a portion of the Project is located. In no event shall the County or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of the County or any political subdivision thereof.

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

Commissioner \_\_\_\_\_ seconded the motion and the motion was adopted by the following vote:

AYES:

NAYS:

\* \* \* \* \*



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STATE OF NORTH CAROLINA   )  
COUNTY OF MECKLENBURG   )

I, Kristine Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, **DO  
HEREBY CERTIFY** as follows:

1.     A meeting of the Board of Commissioners of the County of Mecklenburg, located in the State of North Carolina, was duly held April 15, 2025, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the Board of Commissioners.
2.     The attached extract accurately reflects the actions taken by the Board of Commissioners with respect to the matters therein.
3.     The attached extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the Board of Commissioners who attended the meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have hereunto affixed the seal of the County of Mecklenburg as of April 15, 2025.

(SEAL) \_\_\_\_\_  
Clerk to the Board of Commissioners

17920095v1 15082.00032

***Resolution recorded in full in Ordinance Book 54, Document #13.***

ADVISORY COMMITTEE REPORTS

**25-0220 JUVENILE CRIME PREVENTION COUNCIL PROPOSED FY26 FUNDING  
ALLOCATION PLAN & ANNUAL REPORT – CJS**

The board received an annual report and a proposed FY26 allocation plan from JCPC.

*Background: The Mecklenburg County Juvenile Crime Prevention Council (JCPC) will receive \$2,051,713 in FY26 funding from the North Carolina Department of Public Safety. In turn, the JCPC makes recommendations for the distribution of the funds to community-based programs that address juvenile justice involvement. The JCPC is charged with reviewing the needs of juveniles within the community who are delinquent or at-risk of becoming court-involved, assessing local services needs, and presenting an annual service proposal to the BOCC*

Nicole Beverly, Chair of JCPC, gave the presentation.



## Mecklenburg County Juvenile Crime Prevention Council

### FY26 Funding Allocation Plan

Presented to Mecklenburg Board of County Commissioners

April 15, 2025

## JCPC Authority and Mission

- The Juvenile Crime Prevention Council (JCPC) is a **statutorily authorized advisory board\***
- **Mission:** to address gaps in youth services by promoting prevention, intervention, treatment, and aftercare strategies and programs that strengthen families and support community safety



\*General Statute 143B-845 – 852

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## JCPC Charge

The JCPC is charged with:

- Reviewing the needs of juveniles who are delinquent or at-risk of becoming court-involved
- Assessing local service needs
- Presenting an annual service proposal to the Board of County Commissioners (BOCC)



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## JCPC Membership

Seat by State Statute	JCPC Member	Occupation
School Superintendent or designee	Dr. Jill Payne	Associate Superintendent Student Services
Chief of Police or designee	Lt. Jonathan Poplin	Lieutenant- CMPD
Local Sheriff or designee	Georgia Woodruff	Detention Program Manager
District Attorney or designee	Heather Taraska	Assistant District Attorney
Chief Court Counselor or designee	Corey Edwards	Chief Court Counselor
Director, MH/DD/SA, or designee	Noel Thomas-Lester (Vice Chair )	System Care Coordinator
Director, DSS, or designee	Denise Steele-Campbell	Social Services Manager
County Manager or designee	Sonya L. Harper	Director, Criminal Justice Services
Member of the Faith Community Substance Abuse Professional	Thomas Barnett Vacant	Risk & Controls Executive
Two Persons Under Age 21	Saron Zerai	Student
Juvenile Defense Attorney	Vacant	



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## JCPC Membership

Seat by State Statute	JCPC Member	Occupation
Chief District Judge or designee	Renee Little	District Court Judge
County Commissioner	George Dunlap	County Commissioner
Local Health Director or designee	Vacant	
United Way or other non-profit	Robert Collier, IV	In-Home Account Specialist
Representative for Parks and Recreation	Heidi Kitterman	Community Recreation
Member of Business Community	Vacant	
County Commissioner appointee	Kimberly James-Williams	UX Researcher
County Commissioner appointee	Jessica Foster	United Way
County Commissioner appointee	Meghann Lail	Community Training Coordinator
County Commissioner appointee	Darrell Gregory	Mental Health Program Manager
County Commissioner appointee	Vacant	
County Commissioner appointee	Roshouny Johnson	Dell Program Manager
County Commissioner appointee	Nicole Beverly (Chair)	Educational Initiatives Manager



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## JCPC Funding

- North Carolina Department of Public Safety Division of Juvenile Justice and Delinquency Prevention allocates annual funding to the JCPC. For FY26, Mecklenburg County JCPC’s funding allocation is **\$2,051,713**



## 2025-2026 Funding Calendar

Funding Process Steps	Key Dates
Posting of RFP on County website	January 14, 2025
Mandatory Pre-Bid Information Sessions	February 3, 2025
RFP Submission Deadline	February 21, 2025, at 4:00 PM
JCPC Review of Submissions	March 25, 2025
JCPC Selection of RFP Awards	April 2, 2025
JCPC Funding Recommendation to BOCC	April 15, 2025





# FY26 Funding Allocation Plan

Agency	Amount	Type of Service
JCPC Adminstration	\$15,499	N/A
CMPD - Youthful Diversion Program	\$240,000	Skill Building
Tresports - Positive Action Program	\$270,178	Skill Building
Team Up Connections	\$241,247	Mentoring
Achieving Success on Purpose - B.R.I.C.K.	\$163,917	Substance Abuse Counseling
YDI - Family Life Skills Academy	\$77,960	Parent/Family Skill Building
YDI - Vocational and Career Developmment	\$164,950	Vocational Skills
Thompson - Juvenile Court Assessment Program	\$223,173	Assessment
TYM-SHIFT Restitution/Communitu Service	\$160,000	Restitution/Community Service
McLeod Center for Wellbeing-Substance Abuse Counseling	\$219,108	Substance Abuse Treatment
McCormick Cares Inc.-Mediation/Responsive Circles	\$75,421	Restorative Justice
Right Moves For Youth-Mentoring	\$88,540	Mentoring
Promise Youth Development, Inc-Promise Pathways Mentoring	\$111,720	Mentoring
Total	\$2,051,713	

# Request for Board Action

- Recognize and appropriate FY26 NC Department of Public Safety - Division of Juvenile Justice and Delinquency Prevention funds in the amount of \$2,051,713
- Approve FY26 funding allocation plan recommended by the Mecklenburg County JCPC



**Comments**

Commissioner Townsend-Ingram asked how they knew where the most money should go and whether their reports showed this. *Ms. Beverly said they were provided with a list of the County's needs, and that's what was focused on. She said the organizations apply and based on the needs in the RFP, they decided how to allocate the money.*

Commissioner Powell asked to discuss how the money was spent on mediation and responsive circles, such as McCormick Cares. *Nicole Beverly said it was a new program that was funded for FY26. She said the programs were related to responsive circles and programming outside of their schools, focusing on restorative justice.*

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Commissioner Dunlap said a few years ago the committee was in a disarray. He said they couldn't get enough people to come to a meeting to decide who would get the funding. He said after Ms. Beverly agreed to accept the position as Chair, they then had orderly meetings and no longer met until 11 pm. He said she brought order to the board and the board processes and had a committee that reviewed every request and tried to fund programs in different categories so that they were not funding programs that were doing the same things.

Commissioner Dunlap commended Ms. Beverly's leadership and thanked Sonya Harper, who was a critical part of that committee and its operation. He also thanked the committee and the people who voluntarily served on it for making recommendations to the whole body as to which programs should be funded and why. He said it was unanimously decided who they would fund and support and recommended to this body to allocate the funds.

Commissioner Dunlap asked to be recused because he had participated in the funding decision-making process.

Motion was made by Chair Jerrell, seconded by Commissioner Griffin, and unanimously carried (8-0), to recuse Commissioner Dunlap from voting on the funding allocation.

Commissioner Leake asked how many youth programs there were and their success rate. *Ms. Beverly said there were 13 programs, and for FY26, there would be 12. She said the Council had served 794 youth and planned to finish with 1022 by the end of the fiscal year. She said those programs were scattered across the County, not just in one area.*

Chair Jerrell said he had a greater appreciation for her job and the job of the committee because there was a limited amount of funding, and yet the community was not lacking programming and non-profits. He said most of them had done amazing work and a great job, but there wasn't enough funding, and everyone wanted to tap the County or the State for funds.

Commissioner Altman thanked them for their work.

Commissioner Dunlap said based on the Board's rules, Ms. Beverly was ending her term as Chair. He said that she had graciously agreed to work with the next chairperson. He said that five people turned down the opportunity to chair JCPC, He said that Ms. Beverly stated that Tom Barnett would be the Chair if appointed, and she would assist him.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Griffin, and unanimously carried (8-0), to receive Annual Report of the Juvenile Crime Prevention Council; adopt a grant project ordinance for FY26 Department of Public Safety Division of Juvenile Justice Funds in the General Grants Fund (G001); recognize, receive, and appropriate up to \$2,051,713 to the General Grants Fund (G001) within Criminal Justice Services and, approve FY26 Funding allocation plan as recommended by the Mecklenburg County Juvenile Crime Prevention Council in the amount up to \$2,051,713.

**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the North Carolina Department of Public Safety. The grant has been made available to Mecklenburg County under the Juvenile Crime Prevention Council up to the amount of \$2,051,713.00; and

**WHEREAS,** the grant funds must be used to address gaps in youth services by promoting prevention, intervention, treatment, and aftercare strategies and programs that strengthen families and support community safety.

**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 Department of Public Safety 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 under the Juvenile Crime Prevention Council and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the North Carolina Department of Public Safety.
- Section 3.

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

Grant

\$2,051,713.00 (award amount)
- Section 4.

The following expenses are appropriated for Mecklenburg County in the G001 to complete this project:

Grant

\$2,051,713.00 (award amount)

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

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

**Grant Project Ordinance recorded in full in Ordinance Book 54, Document #14.**

Meeting Minutes  
April 15, 2025

Mecklenburg County  
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 2,051,713 Local Match: \$ 663,046 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/ Federal	OTHER Funds	Total	% Non- DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In- Kind				
1	JCPC Administration	\$15,499						\$15,499	0%
2	CMPO Youthful Diversion Program	\$240,000		\$72,000				\$312,000	23%
3	Tresports Positive Action Program	\$270,178			\$81,053			\$351,231	23%
4	Transforming Youth Movement (TYM) Restitution & Community Service	\$160,000			\$48,022			\$208,022	23%
5	Thompson Child and Family Focus-Court Assessment Program	\$223,173			\$67,379			\$290,552	23%
6	Team-Up Connections-Group Mentoring	\$241,247			\$80,080			\$321,327	25%
7	Achieving Success on Purpose-Building Reality w/ Imagination, Consciousness & Knowledge	\$163,917		\$36,008	\$25,596			\$225,521	27%
8	Youth Development Initiatives-YDI Family Life Skills Academy	\$77,960			\$23,393			\$101,353	23%
9	Youth Development Initiatives-YDI Vocational and Career Development Academy	\$164,950			\$49,556			\$214,506	23%
10	Promise Youth Development, Inc-Promise Pathways Mentoring	\$111,720			\$64,300			\$176,020	37%
11	McLeod Center for Wellbeing-Substance Abuse Counseling	\$219,108		\$65,732				\$284,840	23%
12	McCormick Cares Inc.-Mediation/Responsive Circles	\$75,421		\$23,355				\$98,786	24%
13	Right Moves For Youth-Mentoring	\$88,540			\$26,562			\$115,102	23%
14								\$0	0%
15								\$0	0%
16								\$0	0%
17								\$0	0%
18								\$0	0%
TOTALS:		\$2,051,713	\$0	\$197,105	\$465,941	\$0	\$0	\$2,714,759	24%

The above plan was derived through a planning process by the Mecklenburg County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026 .

Amount of Unallocated Funds \$0

Amount of funds reverted back to DPS

Discretionary Funds added

Mary Beatty 4/10/2025  
Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)  
or County Finance Officer

check type	initial plan	update	final
—DPS Use Only—			
Reviewed by	Area Consultant		Date
Reviewed by	Program Assistant		Date
Verified by	Designated State Office Staff		Date

ver 6/9/2021

Funding Plan recorded in full in Ordinance Book 54, Document #15.



MANAGER’S REPORT

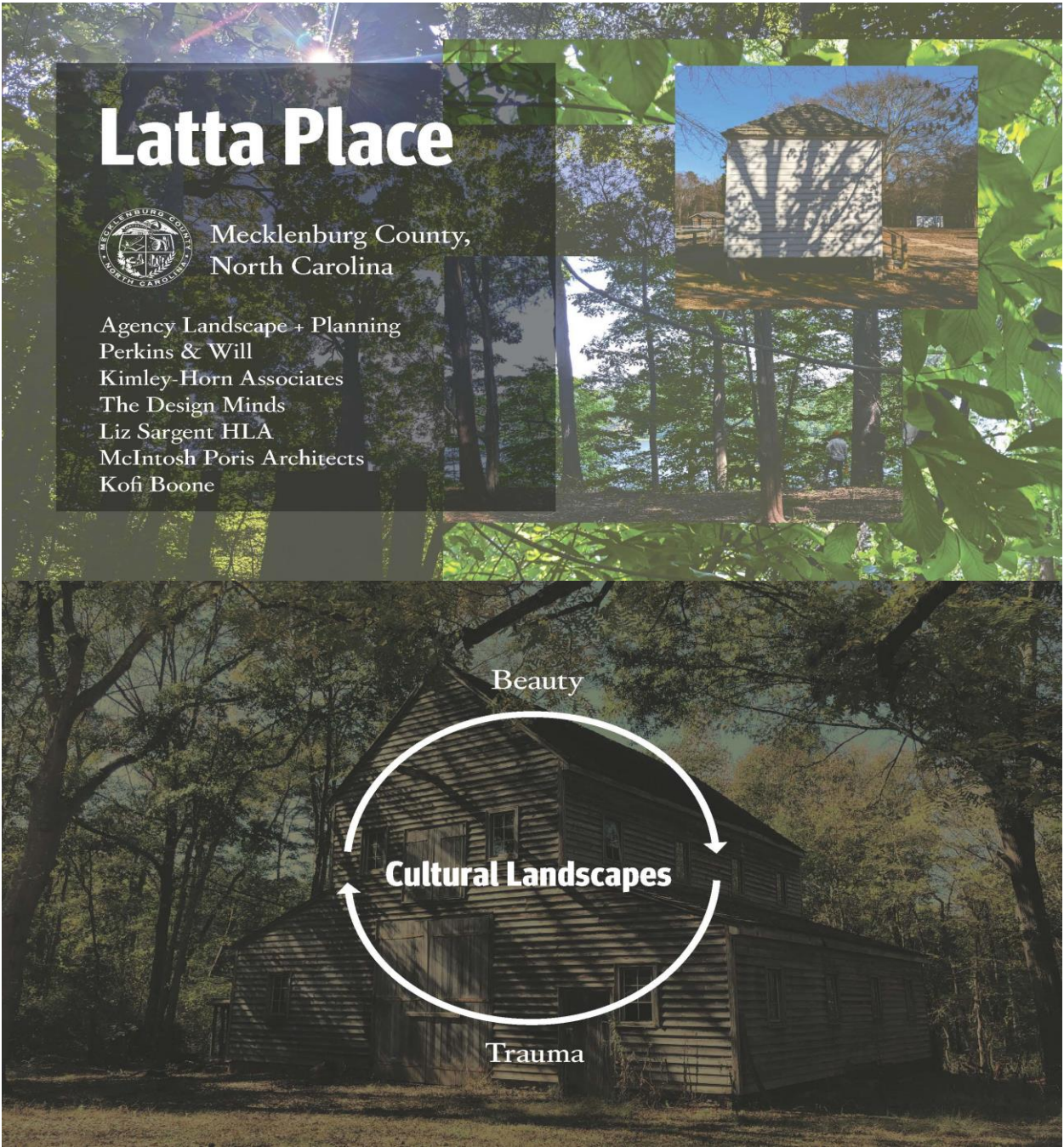
25-0208      LATTA PLACE REIMAGINED

The Board received as information a presentation on the design for Latta Place.

*Background: Latta Place is being reimagined to tell the stories of all those who have inhabited this historic site within the Latta Nature Preserve.*

Dena Diorio, County Manager, spoke about the history of Latta Place over the last few years.

Gina Ford, Founding Principal of Agency Landscape & Planning, and Malcolm Davis, Practice Leader/Senior Associate of Perkins & Will, gave the presentation.







Latta House



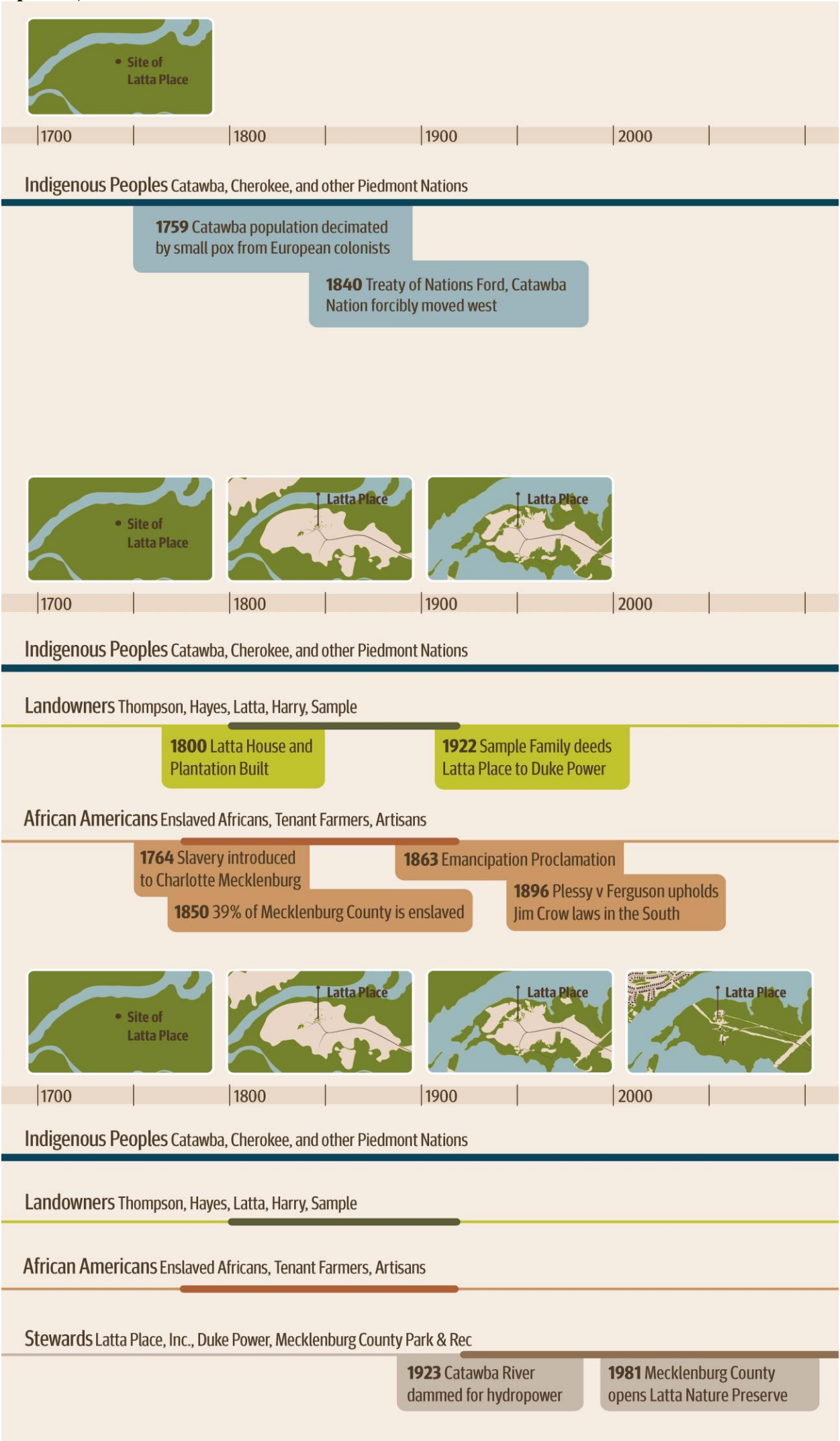
1938

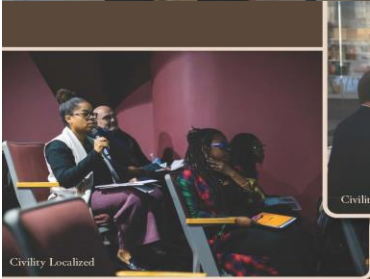


1978



Meeting Minutes  
April 15, 2025





### Latta Place Mission Statement

## TRUTH – TRANSPARENCY – COMPASSION –TRANSFORMATION – UNITY

We believe it is our duty to tell the truth.  
We resolve to practice transparency in all that we do.



## What We Heard From the Community

Feedback Collected at Latta Place Grounding Event and Public Input Online Survey

History of Slavery at Latta    History of Indigenous    Agriculture    Nature    Other

Site tours & historic interpretation from the perspective of the enslaved

Memorial to the enslaved people of Latta Place

Research on the history of slavery in Mecklenburg County

Site tours & historic interpretation from the perspective of Indigenous peoples

Quiet spaces for reflection

Event space for public programming & descendant gatherings

Enslaved burial grounds at Latta - identify location & commemorate (write-in)

Demonstration crop field





Prioritize the Perspectives of the Enslaved and the Indigenous

Feedback Collected at Latta Place Grounding Event and Latta Place Partners

"I never really contemplated how dominant the big house is, it's hard to soften that."

"The realities of the fact that some people do not come to this location for that historic narrative, but they are in our proximity, we can put bits and pieces to bring them closer to our mission objectives."

There is consensus behind de-centering Latta House

"There are some people that don't want to visit the house at all. **Maybe over time people would feel more comfortable with visiting the historic site** eventually."

"Expand option seems to open up a mind blowing number of potentials we haven't been concentrating on when looking at the site today, but **does solve a lot of issues with flexibility**, more room, more flex. Intriguing not to crowd historic section with lots of interpretive elements"

"I really like the idea of somehow visitors allowing visitors to envision that the site was very different - indigenous to plantation to today. [I like] the potential it gives us to **activate the site in a way that meets the needs of a lot of different people and I think we need to provide people with choices**."

There is strong support for an interpretive trail at Latta Place

There is interest in a tribute to the enslaved people of Latta Place

"My preferred option. I like the ability to tell more narratives through the expansive trail."



Design Process & Research

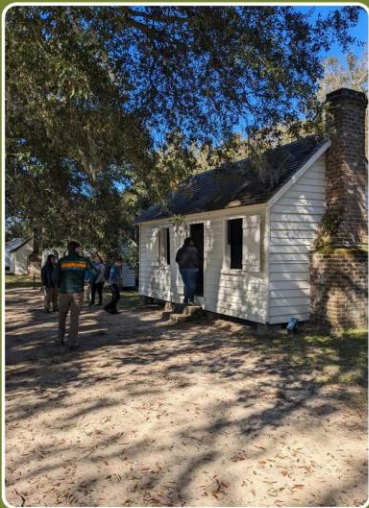
Understanding the Context



Drayton Hall  
Charleston, SC



Middleton Place  
Charleston, SC




McLeod Plantation  
Charleston, SC

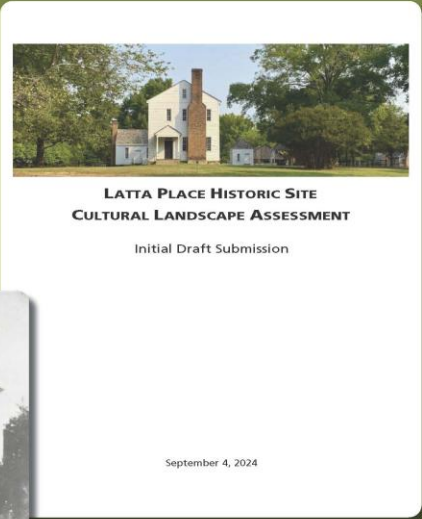



# Understanding the Landscape


## Site Analysis, Historic Images & Cultural Landscape Assessment

1938 Aerial



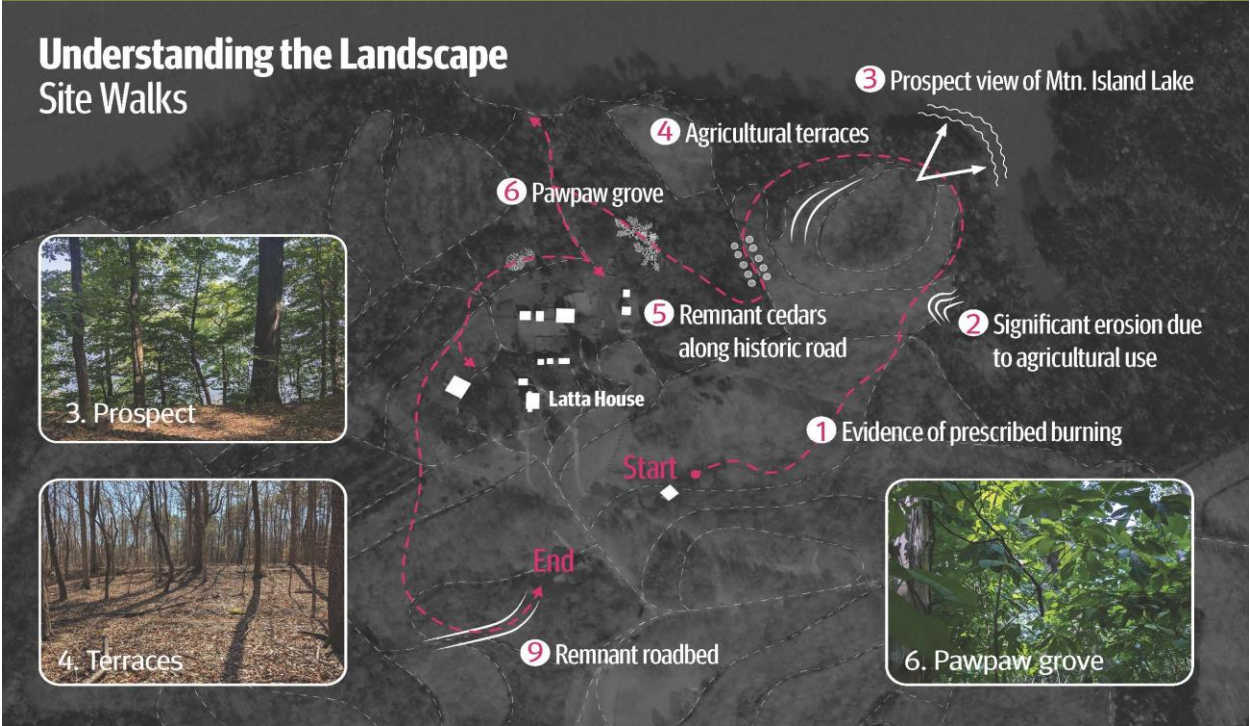






# Understanding the Landscape

## Site Walks



3 Prospect view of Mtn. Island Lake

4 Agricultural terraces

6 Pawpaw grove

5 Remnant cedars along historic road

Latta House

2 Significant erosion due to agricultural use

1 Evidence of prescribed burning

9 Remnant roadbed

6. Pawpaw grove

3. Prospect

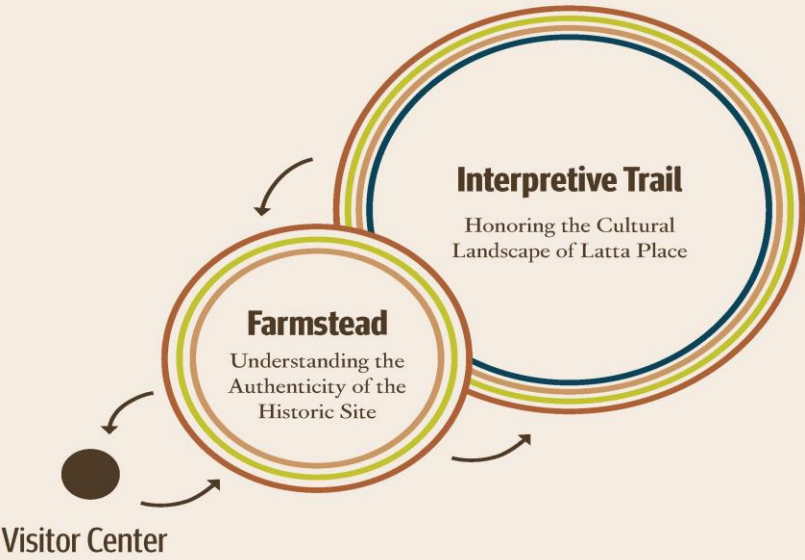
4. Terraces

Start

End

# Design

## Uncovering the Entangled Stories of Latta Place



### The peoples and cultures that have shaped Latta Place

#### Indigenous

Catawba, Cherokee, and other Piedmont Nations

#### Landowners

Thompson, Hayes, Latta, Harry, Sample

#### African Americans

Enslaved Africans, Tenant Farmers, Artisans

#### Stewards

Latta Place, Inc., Duke Power, Meck Park & Rec

## What Can an Interpretive Trail Bring to Latta Place?

### Create a Rich Experience for All People



All Persons Trail, Mass Audubon Society



All Persons Trail, Mass Audubon Society

### Engage the Nature Preserve

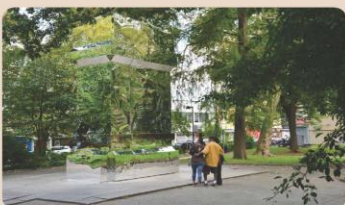


Confluence Project, Maya Lin



Confluence Project, Maya Lin

### Reposition the Cultural Narrative of Memorials & Monuments

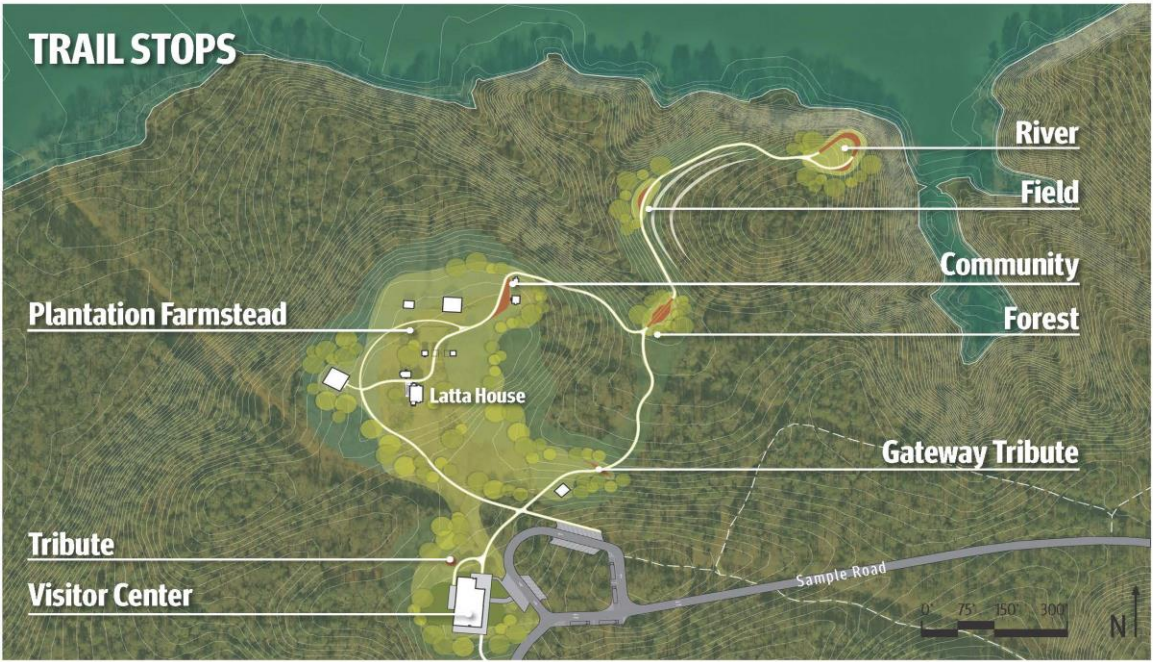


"The Battles Is Joined" by Karyn Olivier

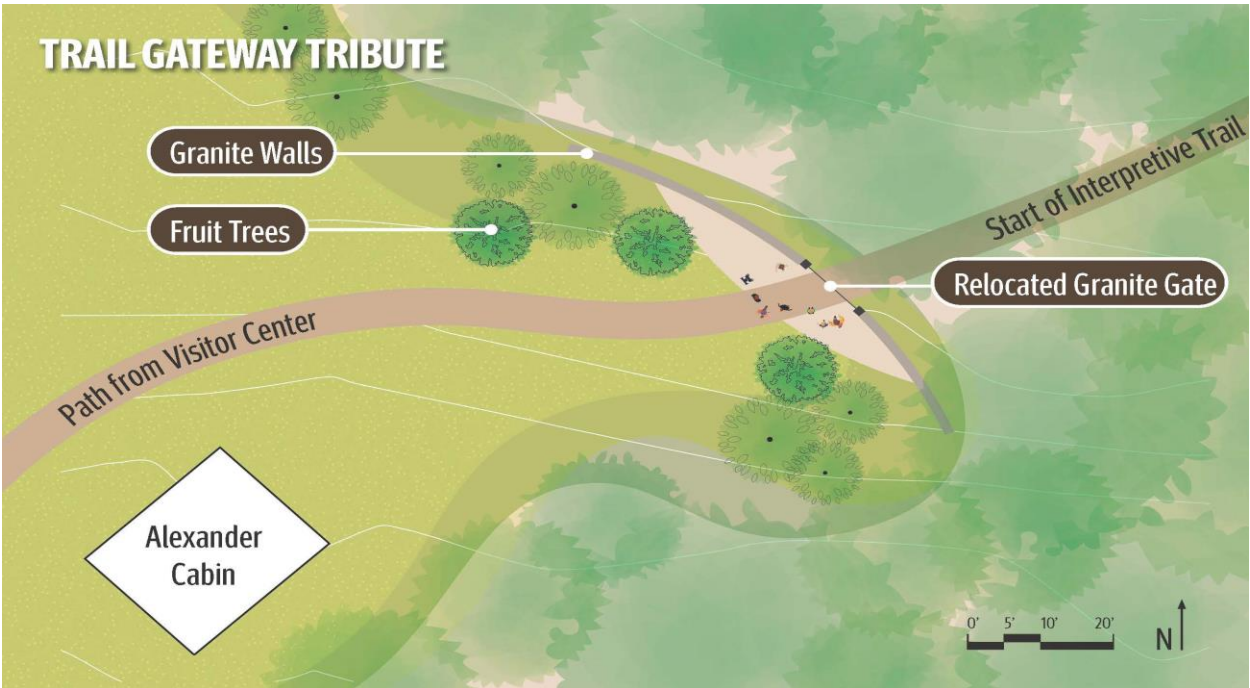
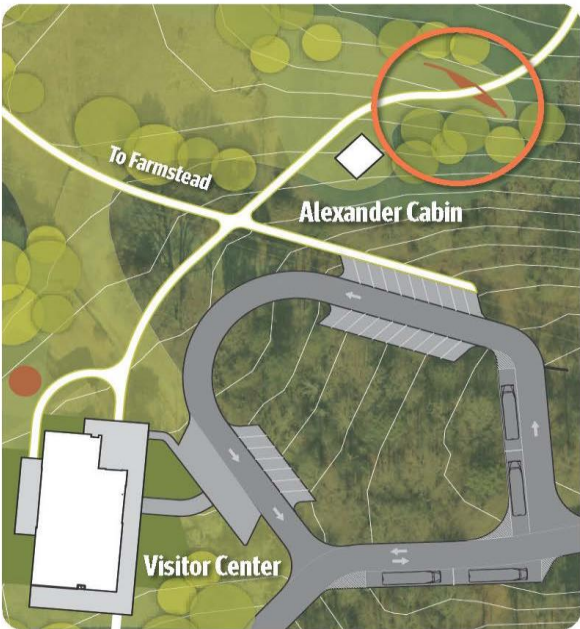


"If They Should Ask" by Sharon Hayes



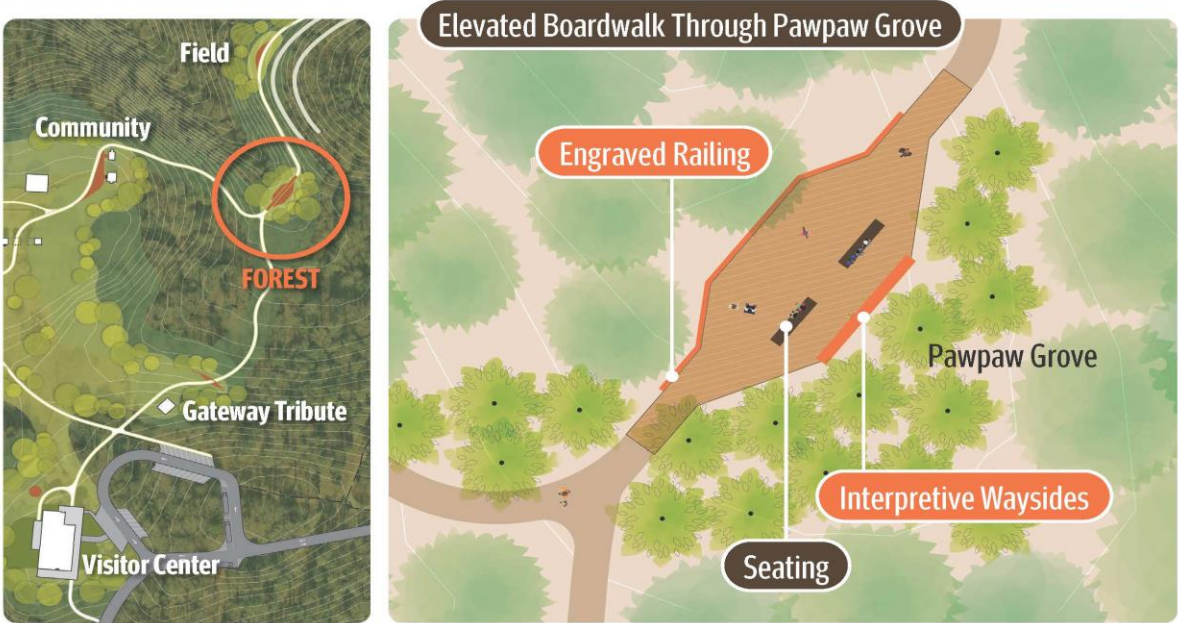


**TRAIL GATEWAY TRIBUTE SITE**





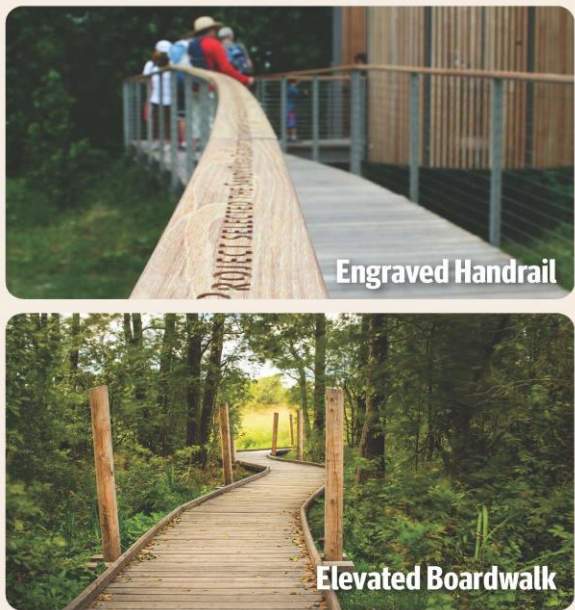
FOREST TRAIL STOP



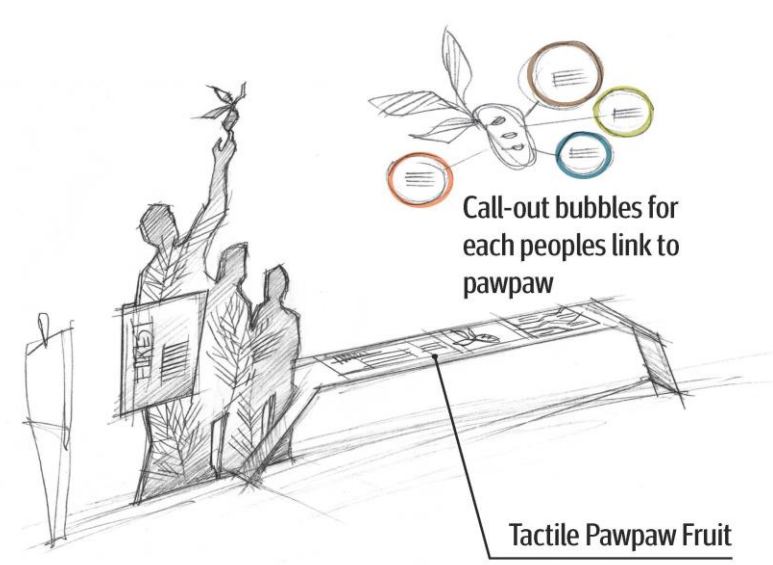
EXISTING SITE



DESIGN PRECEDENTS



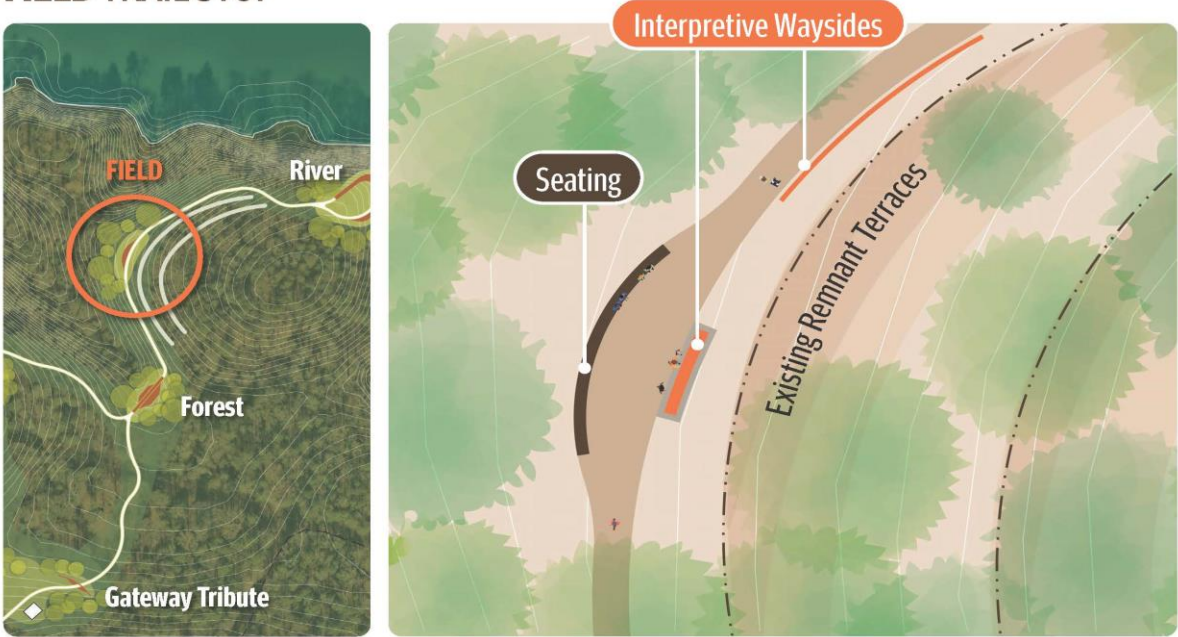
FOREST INTERPRETATION



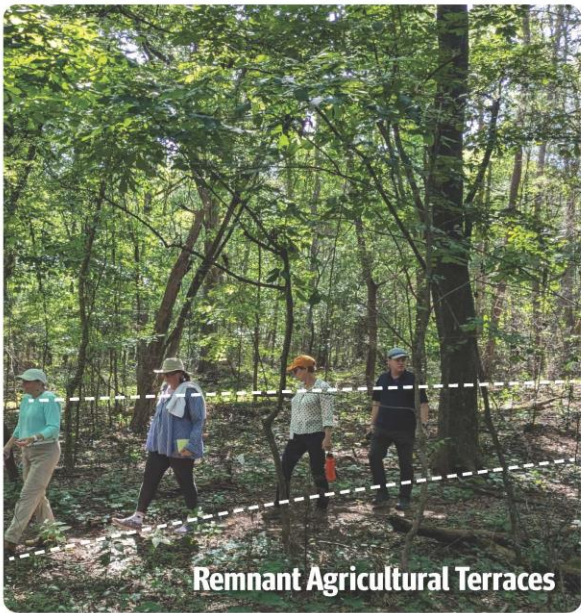
INTERPRETATION THEMES
Indigenous: Ethnobotany & forest stewardship
Settlers: Clear-cutting forest for plantation landscape
Enslaved: Relationship of the enslaved to the forest
Stewards: Latta Nature Preserve & secondary forest



FIELD TRAIL STOP



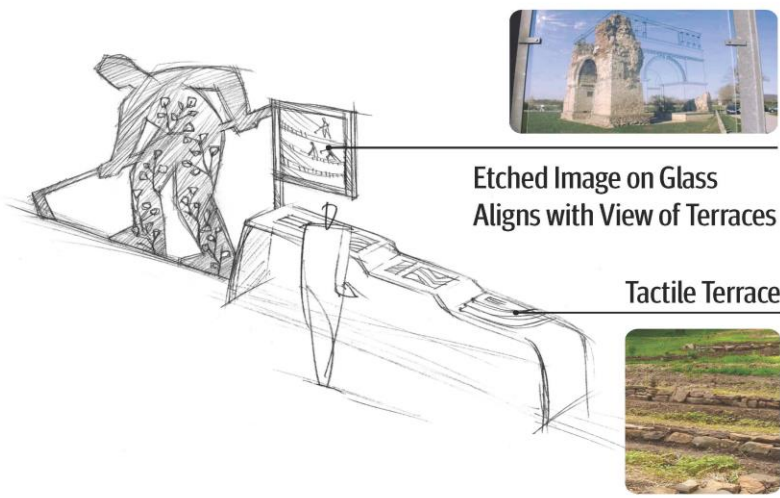
EXISTING SITE



DESIGN PRECEDENTS



FIELD INTERPRETATION



INTERPRETATION THEMES

Indigenous: Agricultural Practices

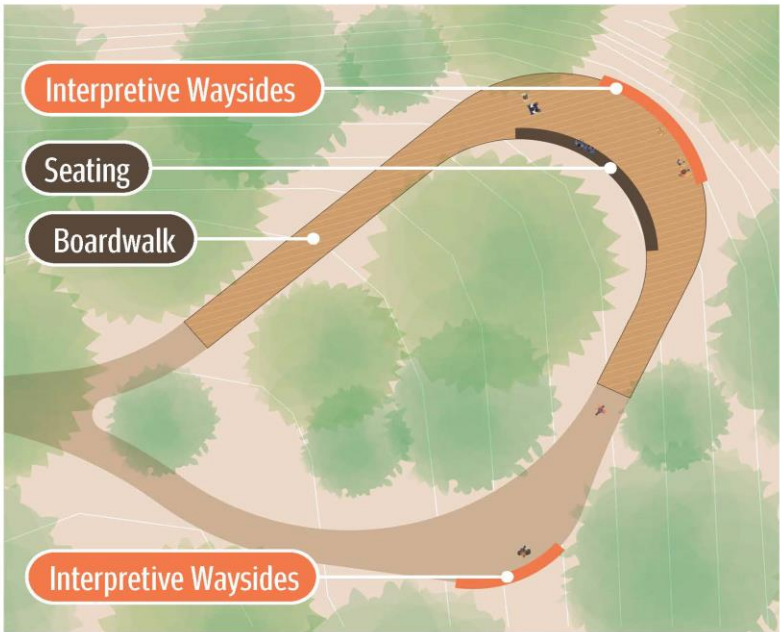
Settlers: Terracing for Soil Conservation After Cotton Plantation Monoculture

Enslaved: Relationship of Tenant Farmers to the Plantation Landscape

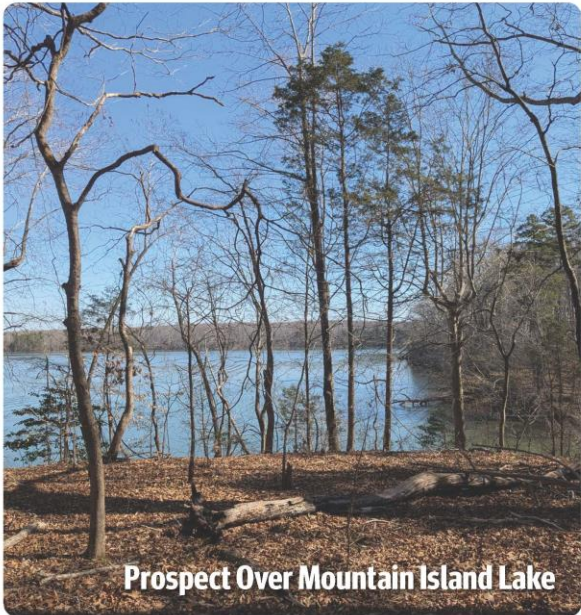
Stewards: Ongoing Efforts to Conserve Remnant Terraces



RIVER TRAIL STOP

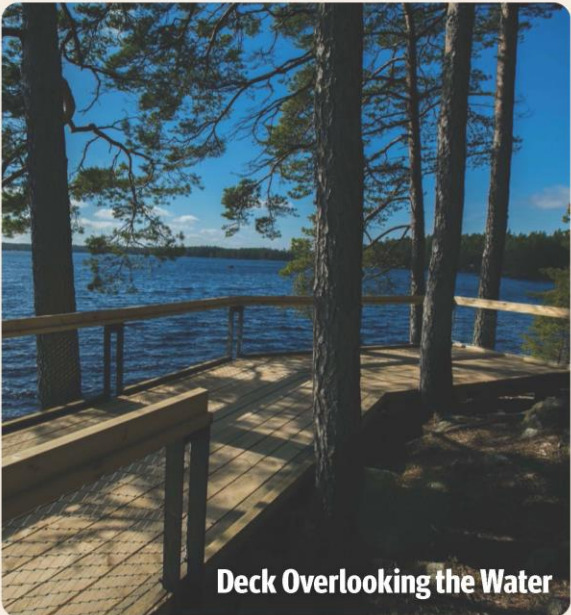


EXISTING SITE



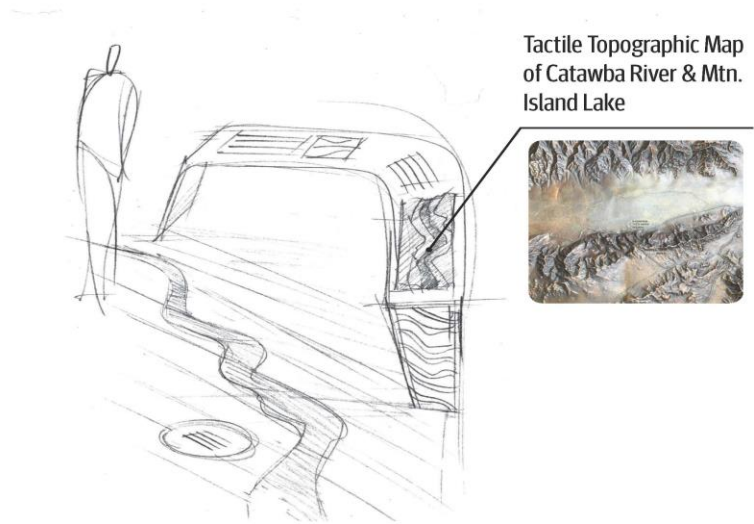
Prospect Over Mountain Island Lake

DESIGN PRECEDENTS



Deck Overlooking the Water

RIVER INTERPRETATION



INTERPRETATION THEMES

Indigenous: Lower  
Catawba River Valley  
Civilization

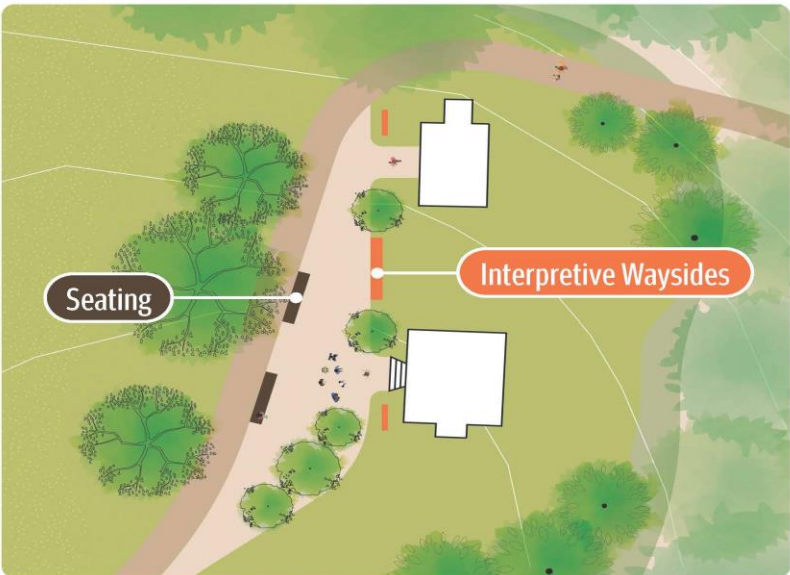
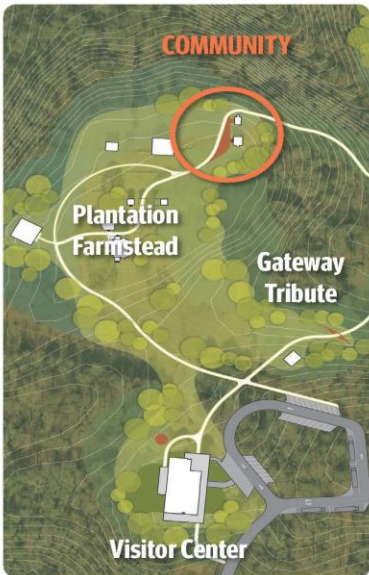
Settlers: Plantation's  
Relationship to the River

Enslaved: Relationship  
of Enslaved & Tenant  
Farmers to the River

Stewards: Damming the  
Catawba River, Mountain  
Island Lake



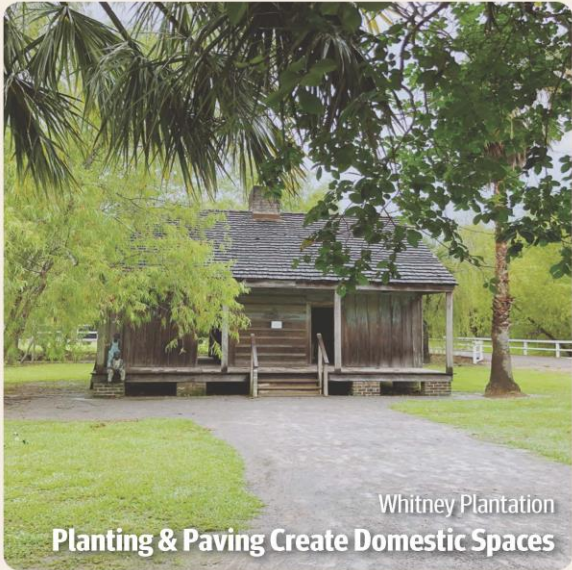
COMMUNITY TRAIL STOP



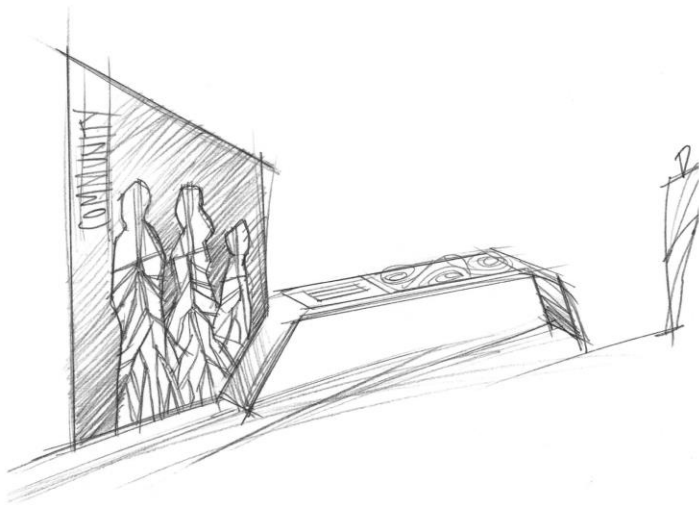
EXISTING SITE



DESIGN PRECEDENTS

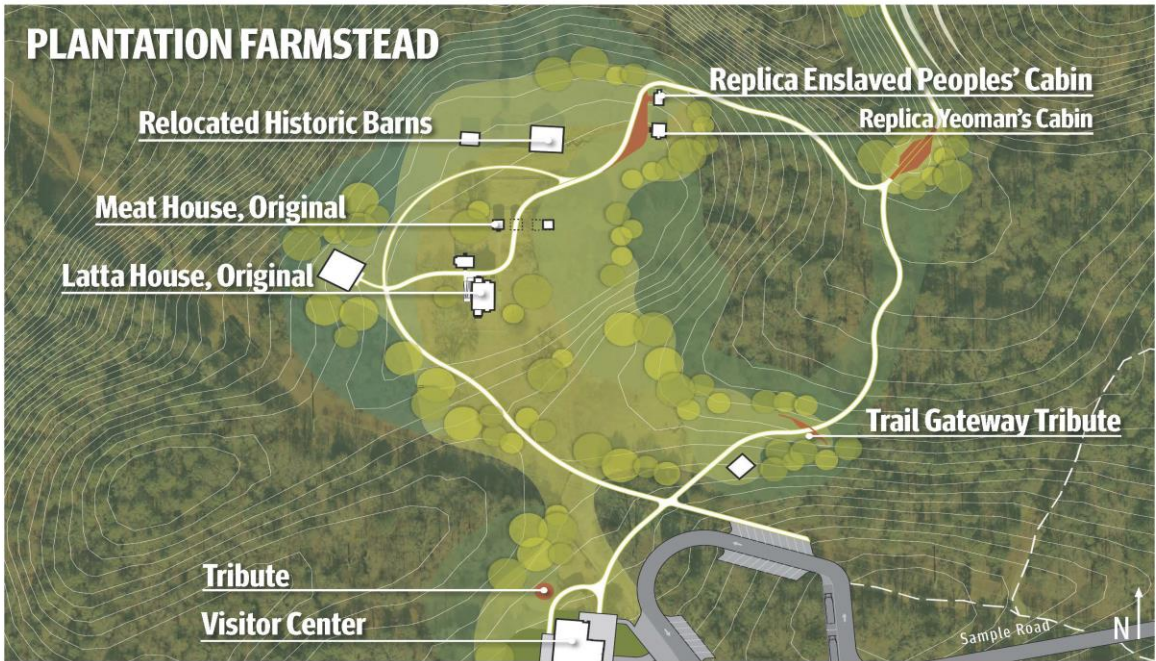


COMMUNITY INTERPRETATION



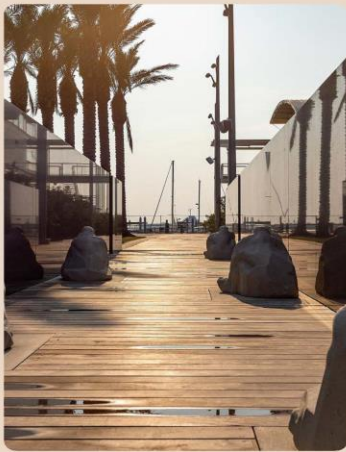
INTERPRETATION THEMES
Indigenous: Family Life & Culture
Enslaved: Home & Family Life of the Enslaved





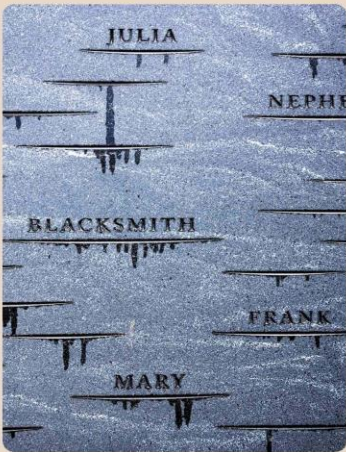
A Tribute to the Enslaved at Latta Place

Quiet space for reflection



International African American Museum

Honor the 65 people who were enslaved at Latta



UVA Monument to Enslaved Laborers

Place for gathering & healing



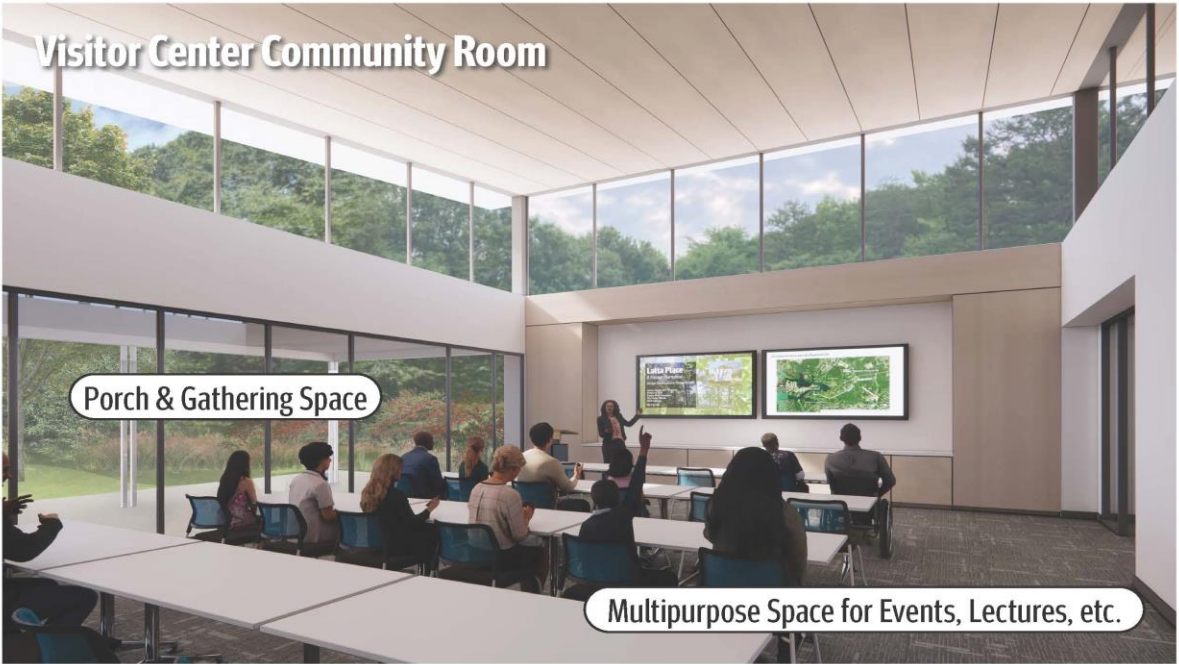
Mount Vernon Slave Memorial

Design: Visitor Center

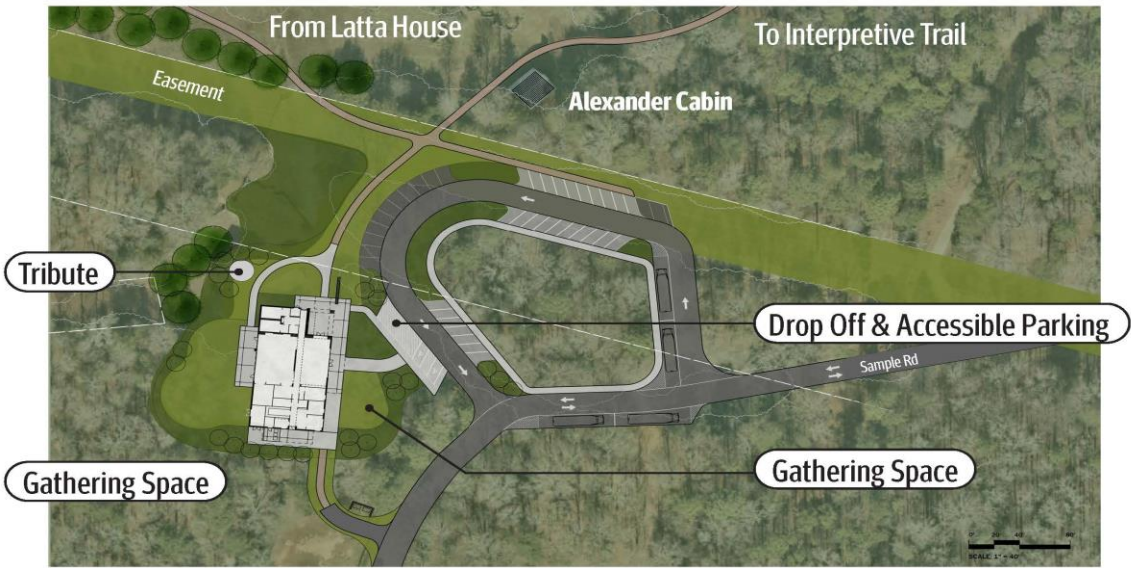




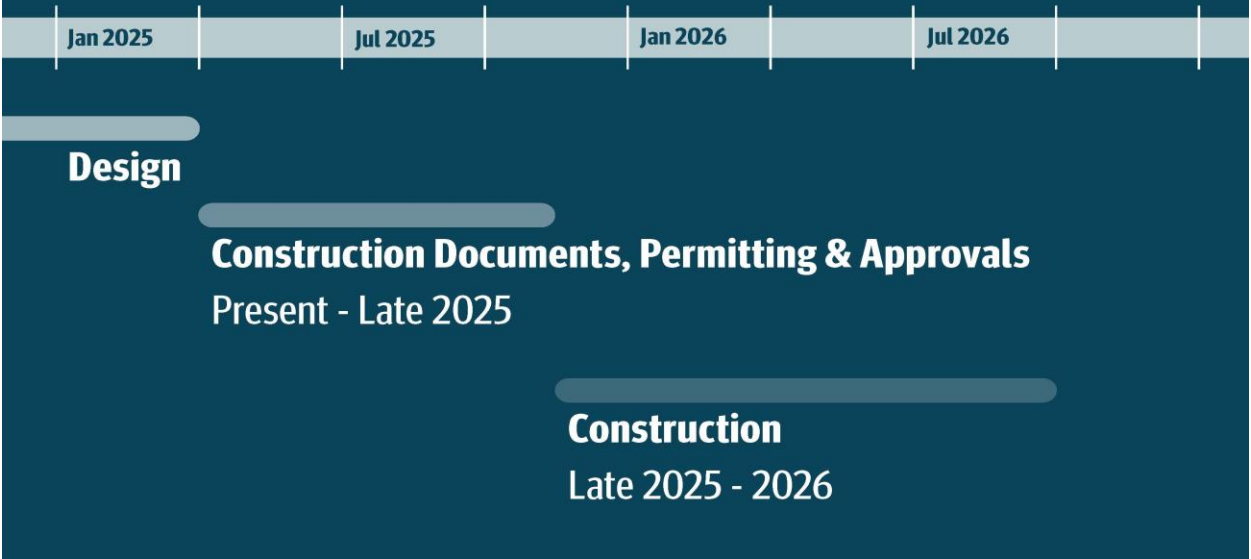




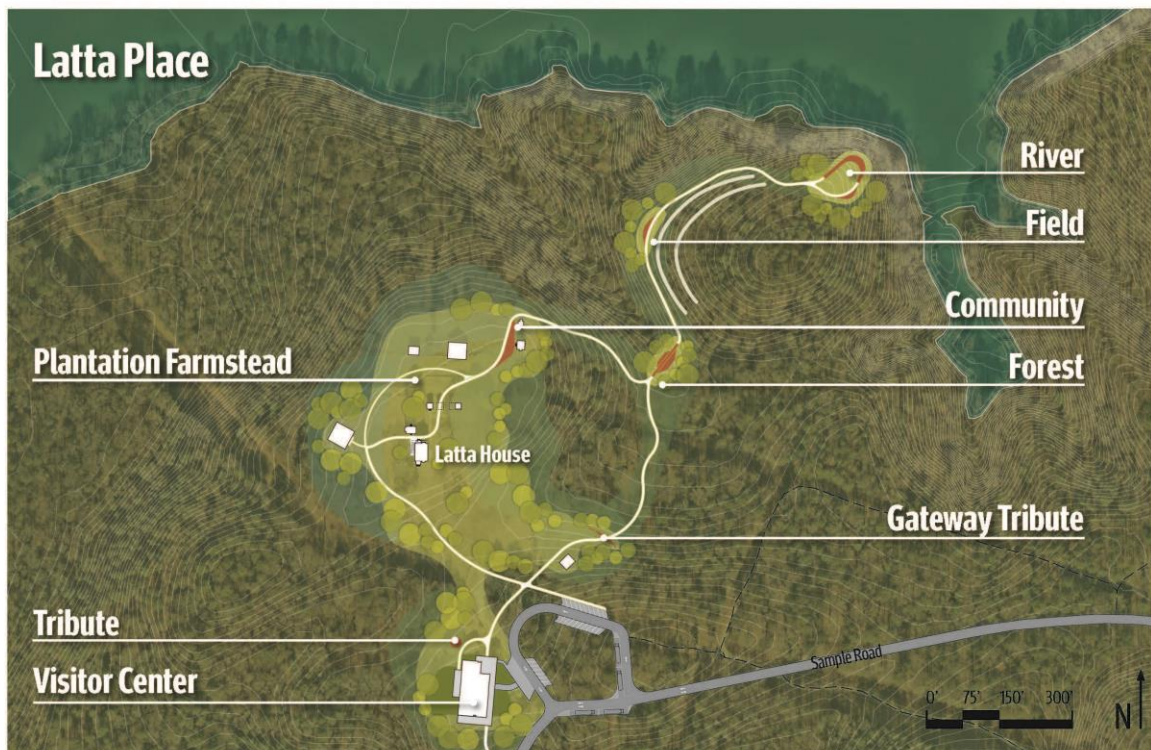
Visitor Center Site Plan



Anticipated Timeline



**Meeting Minutes**  
**April 15, 2025**



**Comments**

Commissioner Griffin thanked them for their hard work and said that he was thoroughly impressed with the quality of their work, attention to detail, and efforts to visit other historical sites to gain insight.

Commissioner Powell said this reflects many voices. She said that the Board worked very closely with the County Manager, and from the beginning she was wholeheartedly committed to not making it a placeholder of the past. She said the one thing she was concerned about going forward was the amount of impervious in a nature preserve. She said she wanted to make sure they worked closely with Park and Rec staff so that there would be the least impact, and the least amount of impervious.

The Commissioners thanked them for their hard work and dedication.

Commissioner Leake said this would bring economic growth to the area, change the area's present image, and add to the County and its contribution to that period of time. She thanked them for revitalizing an area that would have soon been forgotten.

Commissioner Dunlap thanked the staff for their heroic effort. He said he was excited about what was proposed for that site. He said the County took its effort seriously to make opportunities available for those who were disabled. He said he wanted to make sure County vehicles were on-site so that people could truly explore it.

Commissioner Altman said when a community handled something of such sensitivity and pain, the reverberations of which were 100% still here today in so many ways, there was work that still needed done. She said that it was like a holy endeavor to do it justice with care, especially when telling the truth seemed to be under assault everywhere. She said it felt like a haven to ensure everyone was educated about what occurred and was a part of the combated legacy.

Chair Jerrell thanked them for their hard work. He thanked County Manager Diorio for her leadership. He said that it was always interesting to see how you could have had a tough



Meeting Minutes  
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circumstance, but it then turned into something beautiful. He thanked Dr. Johnson for all her hard work.

25-0238      MECKLENBURG EMS AGENCY (MEDIC) – SYSTEM PERFORMANCE UPDATE

The Board received as information a briefing from Medic to understand MEDIC’S current performance, resource needs, and Medic’s vision for the future as it evolves to best serve our community. MEDIC will also provide an update on the current status of Fire Department contracts.

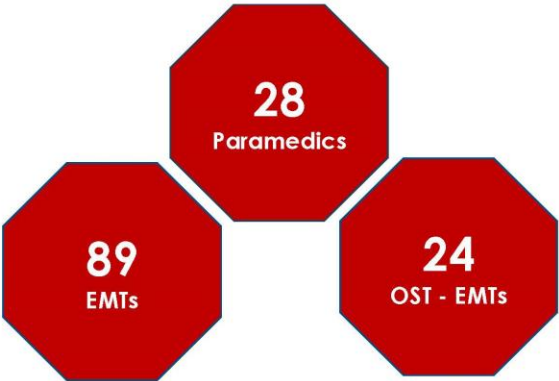
John Peterson, Executive Director, MEDIC gave the presentation.

*Background: MEDIC continues to improve system performance after facing significant challenges over the past five years, including a devastating staffing shortage coupled with population growth and a resultant increase in 911 call volume. This presentation will highlight the performance work being done, improvements already made, along with the Agency’s FY ’26 budget priorities that will enable continued progress.*

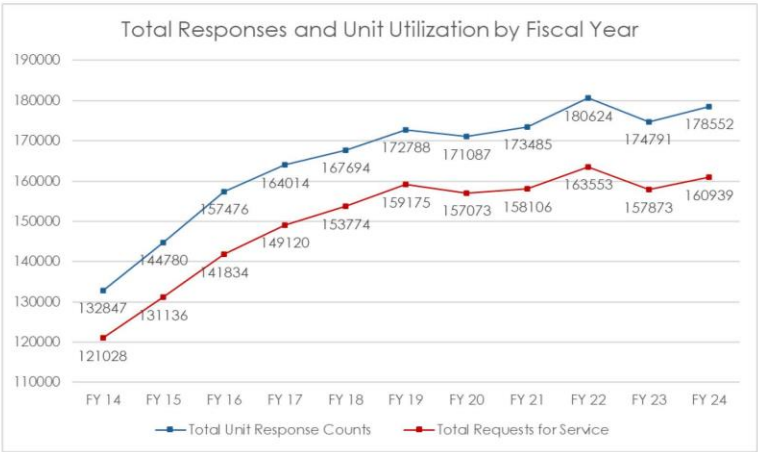


CAREER PATHWAYS

- County supported programs
  - Operations Support Technician (OST) to EMT program
  - EMT CPCC program
  - Paramedic pathway

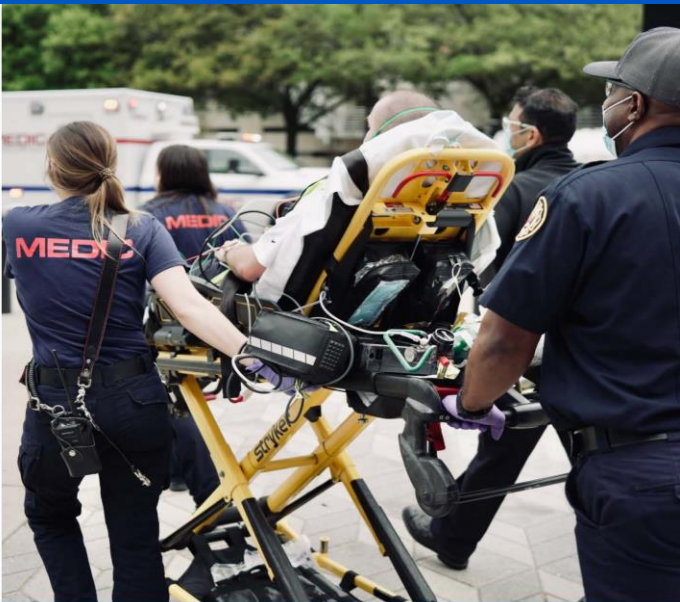


## DEMAND GROWTH



## RESPONSE CONFIGURATION

- ✓ No adverse impact to clinical performance
- ✓ Improved resource alignment based on patient condition
- ✓ Reduction of lights and sirens responses (64%)
- ✓ Reduction of traffic accidents (15%)
- ✓ Reduction of first responder volume (16%)



## CLINICAL PERFORMANCE & CUSTOMER SATISFACTION

85% of patients surveyed rated Medic's quality of care as excellent or very good in 2024

MEASURE	MEDIC PERFORMANCE CALENDAR YEAR 2024	INDUSTRY STANDARD
Utstein* Return of Spontaneous Circulation - restarting of a heartbeat in cardiac arrest patients	73%	52%
Utstein* Survival - survival of cardiac arrest patients to hospital discharge	47%	30%
Heart attack calls - Medic arrival on scene to treatment at the hospital time	74 minutes	90 minutes
Highest priority trauma calls – 911 call placed to Medic to hospital arrival time	37 minutes 12 seconds	60 minutes

\*Utstein: A set of guidelines used internationally for uniform reporting of cardiac arrest data; patients experiencing a witnessed cardiac arrest and presenting in a shockable rhythm

## Types of Compliance

How does Medic currently track compliance?

Raw	Contract
Percentage of the time we arrive at a call in less than the performance standard time and uses formula to adjust if the call had a priority change.  Designed to consider changing circumstances, such as patient condition changing, and provide grace time for those scenarios. This is the raw compliance we report.	Percentage of the time we arrive at a call in less than the performance standard time, uses formula to adjust if the call had a priority change, and excludes calls where there were more than 10 calls active (creating the exemptions).  Accounts for both changing circumstances and system activity.



## PRIORITY 1 RESPONSE COMPLIANCE BY ZONE

CY 2024

Zone	Target	Raw Compliance	Contract Compliance
Countywide	90%	81%	98%
North	85%	78%	97%
Central	85%	86%	98%
South	85%	81%	98%

Raw Compliance: Percentage of the time Medic arrives to a high priority call within target taking into account changes in patient condition.  
Contract Compliance: Percentage of the time Medic arrives to a high priority call within target taking into account changes in patient condition, changing circumstances and system activity as defined by contract terms with Mecklenburg County (i.e. serious weather events)



## RESPONSE TIMES

- Analysis & improvement work
  - Career pathways
  - 911 Communications Center Technology
  - Basic Life Support Tier
  - Scene to Arrival Time efforts
  - Telecommunicator development and training

P1 Calls	Target Response Time: 10:59		Time Difference
Zone	May to December 2023	Calendar Year 2024	
Countywide	9:19	8:44	- 35 seconds
North	9:37	9:03	- 34 seconds
Central	8:46	8:17	- 29 seconds
South	9:27	8:51	- 36 seconds





## FY '26 BUDGET REQUEST

- ✚ 50 EMTs
  - Medic can self-fund with projected revenue growth
- ✚ 8 Telecommunicators
  - Medic can self-fund with projected revenue growth
- ✚ 10 Ambulances
  - One-time capital request



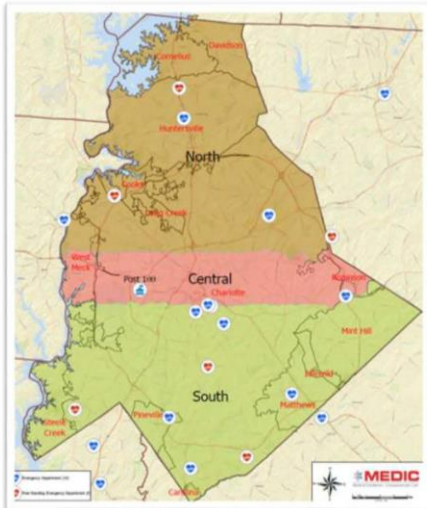
## WHAT WILL THAT BUY?

- ✚ More ambulances in our community prepared to respond every day
- ✚ Addresses growth and demand for service including response times and surge capacity

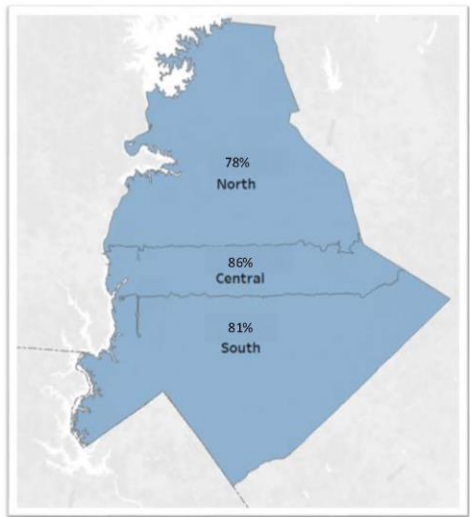


## CURRENT ZONES & REPORTING

- ✚ Medic's North, Central, and South Zone were first designed in 1996
- ✚ The County has undergone significant change since these zones were put in place
- ✚ As requested by the Agency Board and other key committees, updating zones is critical to better reflect how we deliver care throughout the county

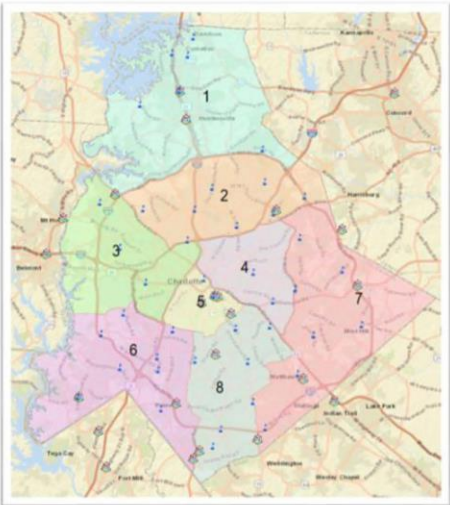


## PRIORITY 1 RAW RESPONSE TIME COMPLIANCE BY CURRENT ZONES FOR CALENDAR YEAR 2024

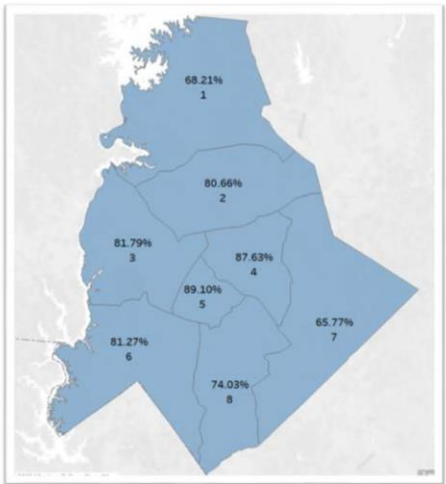


## PROPOSED ZONES & REPORTING

- ✚ Uses 911 responses as a primary driver
- ✚ Avoids dividing County Fire response areas
- ✚ Reflects how we navigate and respond throughout the County
- ✚ Low variation among responses and population



## PRIORITY 1 RAW RESPONSE TIME COMPLIANCE BY PROPOSED ZONES FOR CALENDAR YEAR 2024





## WHAT'S NEXT

- ✦ With budget approval, bolster Medic's headcount and fleet size to improve response times
- ✦ Finalize improvements to response zones and response time reporting
  - In progress with Medic's Agency Board of Commissioners & Mecklenburg County
  - Develop multi-year Medic growth strategy based on these improvements



## FIRST RESPONDER PARTNERSHIPS



### FIRE DEPARTMENT ROLE IN THE EMS SYSTEM

- ✦ Typically first to arrive on scene by design
- ✦ Certified EMTs that provide immediate Basic Life Support
- ✦ EMS responses account for 64% of total call volume for FDs locally AND nationally\*
  - County FDs responded to 17,161 EMS calls in FY '24\*
  - CFD responded to approximately 80,000 EMS calls in FY '24\*\*
- ✦ Fire Departments are critical to Mecklenburg County's EMS system



\*U.S. Fire Administration 2020 and Medic Annual Report for County Fire Departments FY24  
\*\*Estimate from the Charlotte Fire Department

## HISTORY OF FIRE DEPARTMENT CONTRACTS

- Current contracts date back to at least 1997
- Most County Fire Departments (FD) were volunteer-based and did not have taxing authority
  - Today all town FDs are municipal departments with taxing authority
- FD subsidy is passed through Medic's budget
- Based on research, Mecklenburg County is the only county in NC that pays a subsidy and/or has contracts with FDs specifically for EMS response



## FISCAL YEAR END 2025 FIRE DEPARTMENT FUNDING PROJECTIONS

- First responder funding
  - Charlotte Fire Department
    - \$499,035 Annual flat subsidy
    - \$33,264 Annual lease
  - Town Fire Departments Combined
    - \$1,027.50 per department monthly (includes Idlewild) = \$82,200 flat subsidy
    - \$21.59 per call = \$311,802 (fluctuates by call volume)
- Volunteer FDs funded through LUESA since FY '24
- Medic also pays for a portion of medical supplies used by first responders



## CURRENT STATUS OF FIRE DEPARTMENT CONTRACTS

- Medic has been provided with 180 days notice from multiple FDs to terminate and renegotiate contracts
  - Charlotte Fire Department
    - Expires July 5, 2025
    - 5 meetings to-date
  - Huntersville Fire Department
    - Expires July 7, 2025
    - 2 meetings to-date
  - Cornelius Fire Department
    - Expires August 15, 2025
    - 1 meeting to-date
  - Town managers and Fire Department Chiefs
    - 2 meetings since October



## TOWN REQUESTS

- ✳ Medic Staffing
- ✳ Alternative Response Units
- ✳ Closest Response Vehicle Technology
- ✳ Response Zones & Reporting
- ✳ Funding
- ✳ Dedicated ALS Units



## FIRE DEPARTMENT CONTRACT CHANGE REQUESTS – COMMON THEMES

- ✳ EMS calls during periods of high fire call volume
- ✳ First responder only responses (scene times for FDs)
- ✳ Funding
  - \$1.8mm in FY '26 for Charlotte Fire (259% increase)
  - \$1.6mm in FY '26 for Huntersville Fire (3,111% increase)
  - Additional Fire Department funding requests expected from the remaining 4 towns



## WHAT'S NEXT

- ✳ Funding direction from the County
- ✳ Impact of funding decision on contracts
- ✳ Continue to collaborate on operational improvements with FDs



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**Comments**

Commissioner Altman thanked the first responders and said the government had a first-order obligation to deliver emergency services. She said she wasn't sure how they would get there as she heard a lot of disagreement, but was confident they would get there.

Commissioner Altman asked whether the basic argument was that the County should not send money to the Towns because the Towns already had fire departments that didn't need to be out on fire calls frequently and had the same skill set to do the initial emergency response. She asked if there wasn't an extra cost to them because they already had these fire departments in place to provide this first level of response, and if a higher level of response was needed, then Medic, which was much smaller, could follow behind.

County Manager Dena Diorio said municipal fire departments, not only in Mecklenburg County but across the country, had first responder responsibilities in addition to fighting fires. She said that a large part of what they do, and the data showed that 64% of their calls were first responder calls, and the taxpayers in the city of Charlotte and the six towns were already paying taxes for that service.

Commissioner Altman asked whether the Fire Department would be mostly underutilized if it only responded to fires. *County Manager Diorio said yes.*

Commissioner Altman said Mecklenburg County was the only county in North Carolina providing subsidies to municipalities. County Manager Diorio said based on John Peterson's research, that was correct that Mecklenburg County was the only county in North Carolina providing subsidies to municipal fire departments.

Commissioner Meier asked County Manager Diorio where the fire departments stood on this. *She said they felt the County should pay them to provide first responder services.*

Commissioner Meier asked John Peterson about a part of the presentation that stated that people felt the raw compliance and not the contract compliance. *John Peterson said the meaning of that was the true reflection of the responses in the community. He said that 81% of the time, raw time, the fire department was on time, which was the patients' feelings, but in their reports, the data showed 98% of the time, the fire department was on time due to the way the contract was set up in*



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*their reporting mechanism and with the exemptions that the fire department received, it reported 98% compliant. He said that it was hard to tell someone that there was a problem when the report showed 98% compliance.*

Commissioner Meier said she supported more ambulances and hoped that the Board would be able to assist with that.

Commissioner Dunlap stated that it reminded him of the situation with Carolinas Healthcare. He said the County was paying Carolinas Healthcare \$40 million a year to serve indigent patients. He said Mecklenburg was the only county that paid Carolinas Healthcare for indigent patients, while Carolinas Healthcare provided healthcare for indigent patients in all the other counties. He said Harry Jones was the manager then, and he hired Dan Bishop to take Carolinas Healthcare to court to get out of the contract. Commissioner Dunlap said the County won for the same reason that was presented tonight. He said based on the information of the past, if this situation were to go to court, the County would probably prevail in that instance.

Commissioner Dunlap said with funds currently being paid for services provided by the fire departments, they were seeking increased funding. *John Peterson said the Charlotte Fire Department was seeking to go from a \$500,000 subsidy to a \$1.8 million subsidy, and Huntersville's Fire Department was seeking to go from a \$106,000 subsidy to a \$1.6 million subsidy. He said the percentages were a 256% increase for CFD and 1,400% increase for Huntersville, and that all the Towns desired to increase the subsidy.*

Commissioner Powell said that Davidson did not ask for an increase. She said they wanted to remain the same. She said she appreciated going over Raw Compliance vs. Contract Compliance because there were a lot of heartburn and frustrations. She said people thought it was book cookery when they heard the Contract Compliance vs. what was truly happening. She said that she appreciated more zones being added. She said that looking at District 1, at the 68% and then down to the right of North Charlotte, and you look at that low number, it showed what was felt. She said, though it might not be in the recommendation yet, the North would not back down on dedicated ambulances in that area. She said that the EMTs and paramedics felt the same as she had expressed. She said the pain of not having the resources on time was felt.

Commissioner Powell said there needed to be a way to decrease the medic hold time for the fire department. *John Peterson said one way would be to increase the medic fleet size and the number of personnel to meet those response times in those zones first and see the impact. He said once that work was completed, they would look to see if there was still a problem where a dedicated unit would need to be considered, or if another option, such as a deployment center further north, was available. He said the priority was to finish the work they had already started. He said it came down to dollars because an ambulance sitting idle and not running calls was not generating revenue.*

John Peterson said that the team did a deep dive into their response reconfiguration and looked at every response determinant. He said there were 2200 response determinants that could happen. He said one of the things that was identified was an opportunity to reduce first responder-only responses significantly by about 32% county-wide. He said this was an opportunity to reduce the fire department's wait times. He said, more importantly, there was Advanced Send Protocol, which was geared toward the police departments and how police departments could better communicate with Medic so that there was an understanding of what they were dealing with and what they needed. He said the first thing to be done was to reduce the number of times that fire goes out without Medic. He said the Advanced Send Protocol was tested in Cornelius and has had positive results. He said it was a way for police have a better scripted way to provide the information to them to provide the proper response.



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Commissioner Leake said the safety information needed to be provided to the community. *John Peterson said that Public Relations professionals shared the message and teach CPR and public education classes. He said there was so much work still to be done, not just in Mecklenburg County, but across the state and the country. He said that public education on when the right time to call 911 and how to take care of yourself so that you didn't put yourself in that instance was important. He said they understood that some people had no other option and may not be able to see a doctor on their own so the only thing they knew was to go to the emergency room, and they ended up being the backstop for healthcare for them. He said they would continue to do that and take care of them. He said that this was a challenge nationwide, and it was a tremendous expense.*

Commissioner Townsend-Ingram said the funding model seemed outdated and asked who assembled the districts and funding model and if there was a foundation. Mr. Peterson said that in North Carolina, the counties were responsible for the provisions of EMS services. He said that it was at the local level that it was designed, and it was designed where Medic was the ambulance service. He said they were an exclusive EMS provider; there was no other ambulance provider, the hospital providers had some ambulances that they used for inter-campus transports, but Medic was the only 911 provider within the County. He said that the system was created back in the 90s and formed Medic and Medic was a joint government agency and that he was a Medic employee.

Commissioner Townsend-Ingram asked if they received funding from foundations, state, or federal agencies. *Mr. Peterson said Medic was funded in two primary ways, one of which was about 75% of their revenue came from fees for service that were billed and collected from patients for the service provided, and the other 25% came in the form of a County subsidy. He said that the County subsidy was discussed each year with Medic as a part of the budget process. He said that they submit a complete budget to the County Manager, who then recommends Medic's budget to the Board. He said that those were the only two sources.*

Commissioner Rodriguez-McDowell said was trying to understand the funding model. She said in 2018, people talked about the ambulance bills and had many complaints; however, you didn't hear of that much anymore and wondered if that was due to the County subsidy. *Mr. Peterson said from his research that the County had no obligation to fund first responder services, nor did Medic, but right now, the money came through Medic. He said that in speaking with the state office of EMS, no other counties had contracts for first responder services through their ambulance services. He said there was no requirement for a contract for Medic with the fire department.*

Commissioner Rodriguez-McDowell asked County Manager Dena Diorio to explain why Mecklenburg was paying subsidies to the Towns and Charlotte. County Manager Diorio said the origin of the subsidy went back to the 1990s when this Medic structure was created. She said as Mr. Peterson indicated, through much research and conversations with Joe Penner, though the exact origin was not 100% clear, that at that time there were mostly volunteer fire departments without any taxing authority, so the County was providing a subsidy to help support that because they had no mechanism to get funding on their own. She said that since that time, the system changed significantly. She said the Towns and City fire departments had taxing authority and the wherewithal to fund their first responder services, which they did. She said the citizens were already paying for that service, so there was no reason that the County should be providing any funding to any municipal fire department for first responder services.

Commissioner Griffin said the function of government's first priority was the safety of its residents. He asked the County Manager to share the MOU (Memorandum of Understanding) from 1997 with the Board. He asked John Peterson about whether the County was responsible for EMS services, and Mr. Peterson responded yes and said that was in the statute. Commissioner Griffin asked County Attorney Tyrone Wade to let him know where he could get that statute from so that he could put references to the conversation.

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Commissioner Griffin said he wanted to get the documents to see how things were flowing. He said that the population would be increasing by 500,000 by 2030, so it was important to get this right so that it could be consistent in terms of providing first-class services to all residents. *Mr. Peterson said the eight zones were how Medic looked at the responses.*

Commissioner Altman stated that she understood the need to change and grow and why the County Manager didn't want to double-tax residents. She said she didn't accept that it couldn't be broken down by zip code. She said it should be and that level of transparency was owed, especially when there was so much consternation. She said that she hoped a way would be made to provide this data by zip code.

Commissioner Altman stated that she would like an explanation as to why Iredell and Cabarrus County had established bases where EMS operates, unlike Mecklenburg, and that Mecklenburg County should be able to do what they were doing. She said that it was stated that there had been no adverse impact on clinical performance; however, she understood that the Towns had service-related concerns and would like transparency.

John Peterson said regarding zip code data, he had a conversation with the Town managers, and he had committed to the group that there would be a discussion with his board chair, and he believed it could be part of the plan going forward as they continued to look at how they redesigned Medic and tracked reports and response times. He said this would include the zones, exemptions, and discussion regarding zip code reporting. He said if Medic was required to be 90% compliant in ten minutes and 59 seconds by zip code, many more ambulances and people would be needed to be successful. He said Iredell and Cabarrus County both used a form of static deployment, and they had built specific EMS stations, or in combination with sharing fire stations, and that was not how Mecklenburg County was designed. He said the County was designed back in the 90s as a Dynamic Deployment Model. He said the Dynamic Deployment Model was a much more efficient and cost-effective way to do the service because they didn't spend millions building stations for ambulances and didn't incur costs for static wait time for calls. He said it also allows for scaling it up and down throughout the day, causing significant cost savings. He said quality care in the north calls went through a full quality assurance review and was corrected as fast as possible. He said the clinical performance numbers showed no decline.

Commissioner Meier asked what Mr. Peterson thought the fire department would say if they were there. John Peterson said the fire departments said they needed to be fully funded. He said they need to be fully funded to do the work that they provide. He said that they believe that because the County was charged with providing EMS services, it was also responsible for paying for first responder EMS services.

Commissioner Meier asked if without funding, would they take a cut although they were already being paid. *Mr. Peterson said yes.*

Mr. Peterson said if they provided additional funding it would go to the General Fund.

County Manager Diorio said they think it was a County responsibility and that the County should pay for it, but she disagreed. She said it was part of what they did.

Commissioner Dunlap said just because someone felt a certain way did not make it true. He said although they talked about data all the time, they could not listen to data in this case, just the facts.

Commissioner Dunlap asked if mediation was a possibility, what would happen if there was an impasse and if first responder would have to respond regardless because of their duty of care. John Peterson said if mediation was needed, it would be a possibility, but it came down to whether the County would continue funding. He said that if the County was not going to continue funding, the issue would be what would happen to Medic's first responder agreements. He said there were



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two Towns and one City that had already given notice to renegotiate. He said if there was no funding attached to the contracts he didn't know if those communities would still negotiate and sign the contracts with the County. He said in that instance there may need to be some type of mediation. He said if there was an impasse and they could not come to an agreement, the fire departments could still respond to EMS calls as first responders in Mecklenburg County. He said the only difference was that without the contracts, Medic loses the ability to make them go. He said the decision to respond to EMS calls for the fire department was up to the individual communities. He said they could choose to provide first responder services, but they were not required to do so.

Commissioner Powell said the budget request seemed small. She said this was a first-order obligation. She said that what was needed could not be done unless there was more investment in Medic. She said that she supported the funding.

Commissioner Leake asked who to call if she had a fire. Mr. Peterson said she would call 911, and they would ask if she needed fire or medic, and then be dispatched.

Commissioner Townsend-Ingram said the funding model needed to be revisited. She said service levels in those zip codes need to be measured. She asked if they measured the customer service levels and if there was cultural bias training. *Mr. Peterson said they did have that and had a third-party vendor who did the customer service surveys.* Commissioner Townsend-Ingram requested to see the surveys.

Commissioner Rodriguez-McDowell asked for clarity regarding the subsidy. County Manager Diorio said municipal taxes were already funding this service because it's part of what their fire department did. She said when they funded their fire department, they were funding first responder services as a part of that. She said they wanted Mecklenburg County to pay for that service when the residents were already paying for it.

Commissioner Rodriguez-McDowell said the County had to bring equity to all the people within the County. *County Manager Diorio said they were getting equity and were part of the State EMS Plan. Mr. Peterson said the state EMS plan governed how EMS worked in Mecklenburg County. He said all the fire departments were in that plan because all of them opted in to provide first responder services in the County. He said they were already funding it and already doing that. He said they were required to keep a roster and operate under the medical control protocol that were created by the medical director and the medical control board. County Manager Diorio said there was no issue with equity because they were already providing the service and paying for it.*

Commissioner Griffin asked how Mecklenburg County compared in response times to other counties i.e. Wake or Guilford. He asked if there was anticipation that response times would increase decrease or remain the same. Mr. Peterson said the way Medic tracked and reported response times was far more sophisticated and in depth.

Commissioner Griffin asked if there was data. *Mr. Peterson he would have to ask for that data. He said if they continued to build Medic up in the next few years, they would still hit response times even if they separated.*

Commissioner Griffin asked for clarification regarding cardiac arrests and the consequences if our partners not responding. Mr. Peterson said if they didn't have the firefighters responding to those calls, such as cardiac arrests calls, it would make an impact on patient care, and they would not be able to have that level of cardiac arrest survival.

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Chair Jerrell asked about the frequency of meetings between the fire department and the towns and when the next meeting was. *Mr. Peterson said the Charlotte Fire Department had an MOU in place until July, and they met twice a month.*

Chair Jerrell asked if the meetings have closed the gaps. *Mr. Peterson said they identified the common things that were important and were working on solutions.*

Chair Jerrell said the towns had different positions than the County Manager and needed to understand where the disconnect was. He said that without hearing the counterpoints, it was hard to assess. He said that he needed to hear both sides to come to a conclusion.

DEPARTMENTAL DIRECTORS’ MONTHLY REPORTS

25-0217 DEPARTMENT MANAGEMENT MONTHLY REPORTS

Receive 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](#)

Explore Department Data

Explore the key performance indicators (KPIs) we're measuring.



Asset and Facility Management

Mackinac County Asset and Facility Management plans and designs our public facilities.



Board of Elections

Be a vital part of the administration of election processes.



Community Resources

Provide access to information and service seniors, caregivers, child support and people with disabilities.



Community Support Services

Support veterans, and homeless, treat substance use, and prevent/intercede domestic violence.



County Assessor's Office

Provide accurate and timely discovery, filing, and appraisal of all real and personal property.



Criminal Justice Services

Improve the justice system through interagency cooperation, coordination, & planning.

STAFF REPORTS & REQUESTS – NONE

COUNTY COMMISSIONERS REPORTS & REQUESTS – NONE

CONSENT ITEMS

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

25-0203        **STORM WATER PROGRAM – HAZARD MITIGATION CATAWBA RIVER  
FLOODPLAIN**

Accept the Offer of Sale of Real Estate from Randy and Nancy McPherson, owners of property located at 1104 Riverside Drive, Charlotte, NC (tax parcel 031-152-22), for \$359,820.

Accept the Offer of Sale of Real Estate from Terry Moore and Eloise Richardson, owners of property located at 1213 Riverside Drive, Charlotte, NC (tax parcel 031-161-04), for \$483,504.

Accept the Offer of Sale of Real Estate from Richard and Darlene Lengel, owners of property located at 1223 Riverside Drive, Charlotte, NC (tax parcel 031-161-06), for \$400,625.

Accept the Offer of Sale of Real Estate from Martha Hubbard, owner of property located at 1341 Riverside Drive, Charlotte, NC (tax parcel 031-161-14), for \$484,236.

Accept the Offer of Sale of Real Estate from Mark Davis and Anna Hubbard, owners of property located at 1501 Riverside Drive, Charlotte, NC (tax parcel 031-471-12), for \$165,000.

Authorize the Charlotte-Mecklenburg Police and Fire Departments to use the structures for training exercises.

*Background: Since late 1999, Mecklenburg County has used storm water fee revenue to mitigate flood prone property. Buyouts reduce the risk to life and property during floods, while also enhancing the natural and beneficial functions of the floodplain. Mecklenburg County uses the land as open space, to expand greenways, to construct wetlands, etc.*

*At the November 6, 2024, Mecklenburg Board of County Commissioners (BOCC) meeting, the BOCC adopted the MECKLENBURG COUNTY RESOLUTION ADOPTING GUIDELINES FOR A VOLUNTARY BUYOUT AND RETROFIT GRANT PROGRAM FOR FLOODPLAIN STRUCTURES THAT SUSTAINED FLOOD DAMAGE FROM TROPICAL STORM HELENE ON SEPTEMBER 25, 2024, OR AFTER. The resolution set out guidelines for use of the Storm Water Capital Reserve for voluntary buyouts and retroFIT grants for floodplain structures that sustained flood damage from Tropical Storm Helene. These properties are selected for possible acquisition using criteria listed in the adopted Resolution.*

*The requested actions will consist of acquiring the properties and demolishing the existing homes. The purchase price is based upon the pre-flood Fair Market Value (FMV) minus documented flood damages from the September 2024 event. The owners have voluntarily agreed to sell to the County for the FMV minus Actual Cash Value (ACV) of insured structural losses (from owner’s flood insurance claim) per the November 6, 2024, resolution and as outlined in the table below:*

Address	Pre-Storm FMV	ACV of Losses	Final Offer Price
1104 Riverside Dr	\$618,000	\$258,180	\$359,820
1213 Riverside Dr	\$607,000	\$123,496	\$483,504
1223 Riverside Dr	\$536,000	\$135,375	\$400,625
1341 Riverside Dr	\$675,000	\$190,764	\$484,236
1501 Riverside Dr	\$374,000	\$209,000	\$165,000



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*Storm Water Services staff allows the Charlotte-Mecklenburg Police Department and the City of Charlotte Fire Department training opportunities for police and fire personnel prior to demolition of flood prone buildings.*

### **25-0209          CONSTRUCTION CONTRACT BRIAR CREEK GREENWAY, PHASE 1, MONROE ROAD TO BAY STREET**

Award a construction contract to Blythe Development, LLC, in the amount of \$1,697,251.16.

*Background: This contract is for the construction of the Briar Creek Greenway Phase 1 from Monroe Road to Bay Street. This project includes 2,323 LF (0.44 miles) of new greenway trail, a prefabricated pedestrian bridge, and a parking lot/trailhead. The anticipated construction period will be approximately 365 calendar days.*

### **25-0212          INTERLOCAL AGREEMENT WITH THE CITY OF CHARLOTTE**

Adopt Resolution authorizing Interlocal Agreement for funding of the Reedy Creek at Hood Road Project.

Authorize the County Manager to negotiate and execute a funding agreement with the City of Charlotte.

Receive and appropriate up to \$5,700,000 the City of Charlotte for its share of the Reedy Creek at Hood Road Project.

*Background: This is a funding agreement between the City of Charlotte and Mecklenburg County for the funding of a joint water quality project on Reedy Creek and its minor system*

*tributaries. The County intends to construct approximately 12,000 linear feet of stream restoration on Reedy Creek from Hood Road to Interstate 485. The City of Charlotte intends to restore approximately 8,000 linear feet of stream on the minor system tributaries within the Reedy Creek project area. The interlocal funding agreement includes compensation to the County from the City for County staff administration and the City portion of design and construction in the amount not to exceed \$5,700,000.*

MECKLENBURG COUNTY

RESOLUTION AUTHORIZING EXECUTION OF THE  
INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND THE CITY OF  
CHARLOTTE FOR FUNDING OF THE REEDY CREEK AT HOOD ROAD PROJECT

WHEREAS, on May 17, 1993 the Mecklenburg County Board of Commissioners adopted the “Mecklenburg County – Storm Water Management Plan” which sets forth guiding principles and a financial plan for the operation of the comprehensive storm water management program in Mecklenburg County, the Plan requires use of a rate structure based on impervious area and a base rate charge for fixed and administrative costs sufficient to cover such costs; and

WHEREAS, N.C. Gen. Stat. § 160A-461, “Interlocal Cooperation Authorized,” authorizes units of local governments to enter into agreement with each other in order to execute an undertaking such as the operation of a storm water management program by one unit of local government on behalf of another unit of local government; and

WHEREAS, Mecklenburg County and the City of Charlotte (the “City”) have negotiated an Interlocal Agreement for Funding of the Reedy Creek at Hood Road Project; and

WHEREAS, N.C. Gen. Stat. § 160A-461 requires that such agreement “...shall be ratified by resolution of the governing board of each unit spread upon its minutes”; now, therefore, be it

RESOLVED by the Board of Commissioners of Mecklenburg County that the Chairman of the Board of Commissioners is hereby authorized and directed to execute the Interlocal Agreement for Funding of the Reedy Creek at Hood Road Project between the County of Mecklenburg and the City of Charlotte in substantially the form attached to this resolution and that this resolution shall be spread upon the minutes.

Approved as to form:

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

CERTIFICATION

I, Kristine Smith, Clerk of the Board of Commissioner of Mecklenburg County, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution adopted by the Board of Commissioners, in regular session convened on the 15<sup>th</sup> of April 2025.

WITNESS my hand and the common seal of the County of Mecklenburg, North Carolina, this the \_\_\_\_\_ day of April 2025.

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

**Resolution recorded in full in Ordinance Book 54, Document #20.**

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
CITY OF CHARLOTTE

INTERLOCAL AGREEMENT FOR  
THE REEDY CREEK PHASE 1 (I-485 to HOOD RD) TRIBUTARIES WATER QUALITY  
ENHANCEMENT PROJECT

This Interlocal Agreement for the Reedy Creek Phase 1 (I-485 to Hood Road) Tributaries Water Quality Enhancement Project (the "Reedy Tributaries Agreement") is entered into and agreed upon as of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date"), by and between the COUNTY OF MECKLENBURG (the "County"), a political subdivision of the State of North Carolina and the CITY OF CHARLOTTE (the "City"), a municipal corporation organized under the laws of the State of North Carolina (together, hereinafter the "Parties").

WITNESSETH:

WHEREAS, the Parties operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to the Amended and Restated Agreement for Operation of a Single Storm Water System in Mecklenburg County (the "Agreement"), an interlocal agreement entered into between the Parties in 1993 and amended and most recently restated in 2017, which identifies their respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County;

WHEREAS, the County owns properties, holds easements or will obtain easements in the floodplain of Reedy Creek, located between Hood Road and I-485 in Charlotte, North Carolina as shown in Exhibit "A" attached hereto (hereinafter the "Property"). The County intends to make certain improvements to surface water quality on said Property along Reedy Creek, which includes the restoration of streams (hereinafter the "County Project");

WHEREAS, the City is interested in making certain improvements to surface water quality on said Property and on adjacent private properties, for which the City will obtain easements (hereinafter the "City Project");

WHEREAS, it is in the Parties' mutual best interest to make the City Project and County Project improvements concurrently by developing and coordinating design plans, site improvements and construction activities for both the City Project and the County Project (hereinafter the "Combined Project");

WHEREAS, the Parties desire to enter into a funding and development agreement that sets out the respective rights and responsibilities with respect to the Combined Project;

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

1. Combined Project Description. The Combined Project includes a combination of the following: stream restoration, stream enhancement, stream stabilization, wetland restoration, habitat structure placement, and buffer enhancements.



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2. Exhibit List. The following Exhibits are attached hereto to this Reedy Tributaries Agreement and incorporated herein by reference:

**Exhibit A: Project Location Map**

**Exhibit B: Combined Project Funding**

**Exhibit C: Combined Project Schedule**

Each reference to the Reedy Tributaries Agreement shall be deemed to include all Exhibits.

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has entered into a contract with Freese and Nichols, Inc. (hereinafter the "Consultant") for design of the Combined Project. Designs of each project component will be coordinated to create one set of combined plans to be used for construction of the Combined Project. Construction plans will be bid by the County according to item 5 below. The City authorizes the County to contract in compliance with all applicable statutory procedures with the Consultant to provide engineering services for the City Project.
4. Permits. The County shall, through their Consultant, obtain all Federal, State and local permits necessary to construct the Combined Project. The County will submit to the City a copy of all permit authorizations related to the Combined Project.
5. Construction Contract. The County will solicit and obtain bids for the construction of the Combined Project, including all labor, materials, and services necessary to execute the work associated with the approved Consultant design plans and construction documents, and award the contract for such Combined Project to a qualified contractor (hereinafter the "Contractor") in accordance with applicable law. The City will be responsible for supporting the County in their administration of the construction contract by managing aspects of the City Project such as coordination between the Consultant and Contractor, review and response to requests for information and submittals, attendance at construction meetings, pay application review and approval, project punch list, as-built and/or final walkthroughs and closeout for the purpose of construction QC/QA of the City Project, and all other tasks typically associated with a construction project. The County will not award a contract for construction of the Combined Project without (i) express written authorization by the City, and (ii) a commitment from the City to fund any required change orders for the Combined Project.
6. Easements. At a minimum, the County agrees to grant storm drainage easements on County property to the City to allow for the long-term stewardship and protection of the City Project. The storm drainage easements would allow for future trail and boardwalk crossings. All easements on private property will be obtained by the City.
7. Payment Responsibilities of the City. The City agrees to pay the County the amount as described in Exhibit B attached hereto for the project management, design, construction, and construction administration of the City Project upon the following conditions being met: receipt by the City of an invoice from the County of costs associated with the City Project, complete with actual cost documentation supporting the invoice. The City's payment to the County shall be made within ninety (90) days of the above conditions being met. The County shall send the City separate progress invoices for the design and for the construction of the City Project.

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8. Funding Administration. The County shall be responsible for contract administration of the design and construction contracts, and the funding agreement with the City as specified in Exhibit B. The City and County, with assistance from the Consultant, will be responsible for separating all costs associated with the Combined Project in accordance with the approved scopes for design and the bid form for construction. No payment will be made to the Contractor, by the County, for work that is deemed not acceptable by the City or their designated representative. The County agrees to develop a project plan that is approved by the City and will include (i) goals, (ii) identification of stakeholders, (iii) outreach/communication, and (iv) risk management. The project plan will be jointly updated and managed by the County and City.
9. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if (i) emailed, (ii) delivered personally or by courier, (iii) faxed with confirmation of receipt, or (iv) mailed in a sealed wrapper and deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, properly addressed as follows:  
  

If to the County:   Mecklenburg County  
Storm Water Services  
2145 Suttle Avenue Charlotte NC, 28208  
Attention: Brian Sikes

If to the City:       City of Charlotte  
Storm Water Services  
4100 West Tyvola Rd. Charlotte, NC 28208  
Attention: Erin Shanaberger
- Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.
10. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.
11. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the City and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

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The City and County shall share responsibility in resolving any disputes with the consultant or Contractor associated with the City Project. If there is a contractual dispute between the County and the consultant or the County and the Contractor related to the City Project, the City agrees to assist the County with resolving the dispute in a similar manner to how the City would respond if they owned the design or construction contracts.

12. Term of Reedy Tributaries Agreement. The term of this agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this agreement.
13. Schedule: City and County staff have reviewed and agreed upon the proposed Project Schedule attached hereto and incorporated herein as Exhibit C attached hereto. All due diligence will be undertaken by both parties to ensure adherence to the Project Schedule.
14. Amendments. This agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.
15. Termination. The Parties may terminate this agreement at any time by mutual consent under such terms as may be agreed to in writing by authorized representatives of both parties.

[Signatures are on following pages]



**Meeting Minutes**  
**April 15, 2025**

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

CITY OF CHARLOTTE

BY: \_\_\_\_\_  
Shawn Heath, Special Assistant to the City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
Director of Finance  
City of charlotte

**Meeting Minutes**  
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MECKLENBURG COUNTY

BY: \_\_\_\_\_  
Leslie Johnson, Deputy County Manager

ATTEST:

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Attorney

**Meeting Minutes**  
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**Exhibit "A"**  
**PROJECT LOCATION MAP**



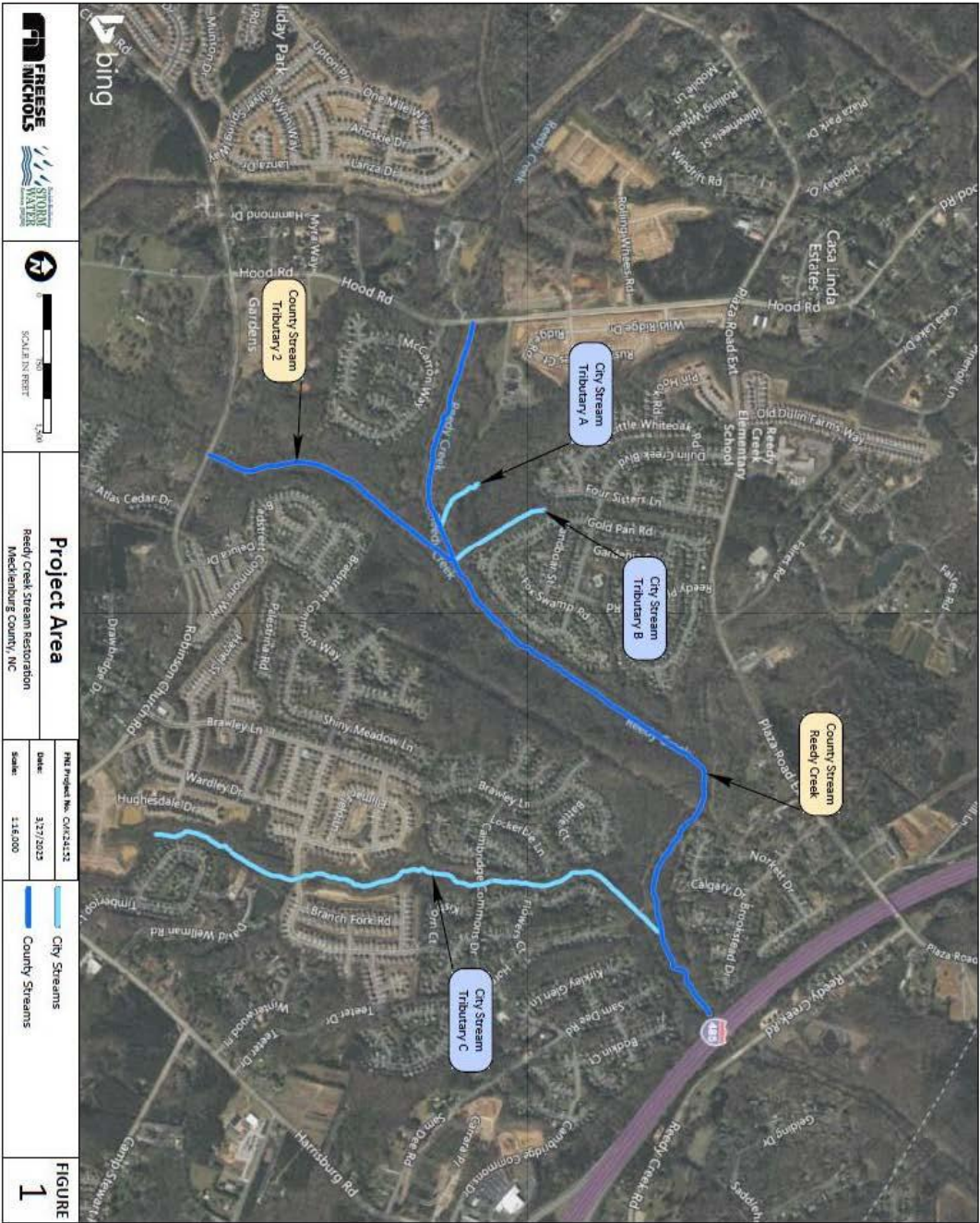


Exhibit "B"  
COMBINED PROJECT FUNDING

Design and Project Management

- Individual project components were divided into independent scopes of work.
- County agrees to fund 100% of the design of the County Project.
- City agrees to fund 100% of the design of the City Project, including labor for County Project Manager in contract administration and stakeholder coordination for city project tasks. City design fees are broken down below.

Task	Fee
Survey (MBE)	\$ 262,930
Environmental Services (WBE)	\$ 73,981
Project Administration	\$ 40,588
Permitting	\$ 114,529
Special Services (Bat Survey)	\$ 52,169
Total	\$ 868,442
County Project Manager Labor	\$ 41,988
Design and Project Management Total	\$ 910,430

Construction and Construction Administration

- Individual project components will be divided into independent bid tabs prior to bid solicitations.
- County agrees to fund 100% of the construction of the County Project.
- City agrees to fund 100% of the construction of the City Project. Construction costs are anticipated not to exceed \$4,500,000.

The not-to-exceed amount for design and construction of the City Project shall be \$5,700,000, which includes City Project contingency.

Exhibit "C"  
PROJECT SCHEDULE

Task	Estimated Completion Date
Combined Project Design	August 2025
Combined Project Construction	February 2027
Combined Warranty Period	February 2028

*Agreement recorded in full in Ordinance Book 54, Document #19.*

25-0218       MINUTES

Approve the following Meeting Minutes:

February 25, 2025, Budget/Public Policy Workshop  
April 1, 2025, Regular Meeting Minutes

25-0228       BUDGET AMENDMENT – DEPARTMENT OF CHILD, FAMILY, AND ADULT SERVICES

Amend the 2024-2025 Annual Budget Ordinance to recognize, receive, and appropriate an increase in federal revenue and expenses in the amount of \$233,854 from the North Carolina Department of



## Meeting Minutes

April 15, 2025

Health and Human Services, Division of Social Services to the General Fund (0001) in the Department of Child, Family, and Adult Services.

*Background: The North Carolina Department of Health and Human Services, Division of Social Services allocates funding to Mecklenburg County for childcare. The 2025 fiscal year funding was increased in the amount of \$233,854 totaling \$2,699,507 for Non-Smart Start administrative support services. Mecklenburg County contracts with Child Care Resources, Inc. (CCRI) which works with families and communities to ensure that all children have access to high quality, affordable early learning and school-age opportunities and experiences that enable them to succeed in school and in life.*

### **25-0231      EMPLOYEE WELLNESS SNACK BOXES**

Approve the selected vendor Smart Box to provide snack boxes to employees for the calendar year 2025.

*Background: In March of 2025, HR collaborated with Procurement to conduct an Invitation to Bid for the employee wellness snack box program. ITB #487-PW-HRS006001 was posted on March 7, and on March 27, Human Resources received three bids during a Public Bid Opening. The bidders are Prosperity Kitchen, SmartBox and Seasoned Provisions.*

*Upon review of the bids and sample snack boxes, the evaluation team determined the following:*

- 1.) Seasoned Provisions was within budget but not fully responsive to the request.*
- 2.) SmartBox was within budget and was fully responsive to the request.*
- 3.) Prosperity Kitchen was responsive to the request but was not within budget.*

## **THIS CONCLUDED ITEMS APPROVED BY CONSENT**

---

### **25-0215      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 are pulled and voted upon separately:

### **25-0202      INTERLOCAL AGREEMENT WITH THE CITY OF CHARLOTTE**

Motion was made by Commissioner Leake, seconded by Commissioner Griffin, and unanimously carried, to adopt Resolution authorizing Interlocal Agreement for funding of Kings Branch Stream and Sewer Project at Archdale Drive; authorize the County Manager to negotiate and execute a funding agreement with the City of Charlotte; receive and appropriate up to \$500,000 from the City of Charlotte for its share of Kings Branch Stream and Sewer Project.

*Background: This is a funding agreement between the City of Charlotte and Mecklenburg County for the funding of a portion of the joint project on Kings Branch located between Archdale Drive and Arrowood Road. The County intends to relocate approximately 2,000 feet of sanitary sewer pipe to facilitate stream restoration. The City of Charlotte wishes to add up to \$500,000 in betterments to extend the relocated sewer to their existing upstream facilities.*

*The proposed stream project has dual goals of reducing flood risk and improving water quality within the project Area. The project goals are to restore approximately 6,000 linear feet of stream and bring six multi-family apartment buildings into compliance with the floodplain regulations by*

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*reducing base flood elevations. It is necessary for the County to relocate the sewer line to achieve both goals.*

**This item was pulled by Commissioner Leake for clarity and/or public awareness.**

MECKLENBURG COUNTY

RESOLUTION AUTHORIZING EXECUTION OF THE  
INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND THE CITY OF  
CHARLOTTE FOR FUNDING OF THE KINGS BRANCH STREAM AND SEWER PROJECT

WHEREAS, on May 17, 1993 the Mecklenburg County Board of Commissioners adopted the “Mecklenburg County – Storm Water Management Plan” which sets forth guiding principles and a financial plan for the operation of the comprehensive storm water management program in Mecklenburg County, the Plan requires use of a rate structure based on impervious area and a base rate charge for fixed and administrative costs sufficient to cover such costs; and

WHEREAS, N.C. Gen. Stat. § 160A-461, “Interlocal Cooperation Authorized,” authorizes units of local governments to enter into agreement with each other in order to execute an undertaking such as the operation of a storm water management program by one unit of local government on behalf of another unit of local government; and

WHEREAS, Mecklenburg County and the City of Charlotte (the “City”) have negotiated an Interlocal Agreement for Funding of the Kings Branch Stream and Sewer Project; and

WHEREAS, N.C. Gen. Stat. § 160A-461 requires that such agreement “...shall be ratified by resolution of the governing board of each unit spread upon its minutes”; now, therefore, be it

RESOLVED by the Board of Commissioners of Mecklenburg County that the Chairman of the Board of Commissioners is hereby authorized and directed to execute the Interlocal Agreement for Funding of the Kings Branch Stream and Sewer Project between the County of Mecklenburg and the City of Charlotte in substantially the form attached to this resolution and that this resolution shall be spread upon the minutes.

Approved as to form:

County Attorney

CERTIFICATION

I, Kristine Smith, Clerk of the Board of Commissioner of Mecklenburg County, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution adopted by the Board of Commissioners, in regular session convened on the 15<sup>th</sup> of April 2025.

WITNESS my hand and the common seal of the County of Mecklenburg, North Carolina, this the \_\_\_\_\_ day of April 2025.

Kristine Smith, Clerk to the Board

**Resolution recorded in full in Ordinance Book 54, Document #17.**

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Docusign Envelope ID: BBFA75FA-690E-497C-8A54-35B38532868C

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
CITY OF CHARLOTTE

INTERLOCAL AGREEMENT FOR  
FUNDING OF THE KINGS BRANCH  
STREAM & SEWER PROJECT

This Interlocal Agreement for Funding of the Kings Branch Stream and Sewer Project is entered into and agreed upon as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the **CITY OF CHARLOTTE** (the “City”), a municipal corporation organized under the laws of the State of North Carolina and the **COUNTY OF MECKLENBURG** (the “County”), a political subdivision of the State of North Carolina (hereinafter the “Parties”).

WITNESSETH:

**WHEREAS**, the Parties jointly operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to an interlocal agreement entered into between the Parties in 1993, which identifies their respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County;

**WHEREAS**, the City of Charlotte and the County own properties or hold easements along Kings Branch, located between Archdale Drive and Farmhurst Drive in Charlotte, North Carolina as shown in Exhibit “A” (hereinafter the “Property”). The County intends to relocate portions of the gravity sewer and make certain improvements to the water resources on said Property along Kings Branch, which may include the restoration of streams, Best Management Practices (“BMPs”) and provisions for subsequent maintenance and monitoring of the improvements (hereinafter the “County Project”);

**WHEREAS**, the City intends to fund the relocation of a small portion of the gravity sewer along the major stream known as Kings Branch, and provisions for subsequent maintenance and monitoring of the sewer improvements (hereinafter the “City Project”);

**WHEREAS**, it is in the Parties’ mutual best interest to make County Project and City Project improvements concurrently by developing feasibility and design plans for constructing both the County Project area and the City Project area (hereinafter the “Combined Project”);

**WHEREAS**, the Parties desire to enter into a funding and development agreement that sets out their respective rights and responsibilities with respect to the Combined Project;

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

1. Combined Project Description. The Combined Project includes a combination of the following: gravity sewer, stream restoration; stream enhancement; stream stabilization; habitat structure placement; buffer enhancements; and implementation of structural BMPs.



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#### 2. Exhibit List

The following Exhibits are attached hereto and incorporated herein by reference:

**Exhibit A:** Map of the Property.

**Exhibit B:** Combined Project Funding.

**Exhibit C:** Project Schedule

Each reference to the agreement shall be deemed to include all Exhibits.

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has selected a consulting engineering firm, Kimley-Horn & Associates, Inc. (the “Engineer”), which has expertise in the field of engineering, design, and construction contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the County Project. The City authorizes the County to contract in compliance with all applicable statutory procedures with the Engineer to provide engineering services for the City Project.

4. Planning and Design. The County and City shall be responsible, through the Engineer, for design of their respected Projects. The Kimley-Horn construction documents, dated July 12, 2024, consist of major system stream improvements (County design plans) and gravity sewer relocation (County and City design plans) combined.

5. Permits. The County shall, through the Engineer, obtain all Federal, State, and local permits necessary to construct their specific portion of the Combined Project. The County will submit to the City a copy of all permit authorizations related to the Combined Project.

6. Construction Contract. The County shall solicit and obtain bids for the construction of the Combined Project, including all labor, materials and services necessary to execute the work associated with the approved Kimley-Horn construction documents, dated July 12, 2024, and award the contract for such Combined Project to a qualified contractor (hereinafter the “Contractor”) in accordance with applicable law. Before awarding any contract, the County must notify the City of all bidders for the Combined Project and their bid amounts. City Staff will be included in invitations to periodic and/or monthly construction meetings and punch list, as-built and/or final walkthroughs for the purpose of construction QC/QA of the Combined Project. The County will not award a contract for construction of the Combined Project without (i) express written authorization by the City, and (ii) a commitment from the City to fund any required change orders for the Combined Project.

7. Maintenance. Maintenance of the facility will be performed according to the terms below:

The County will be responsible for:

- maintenance of the Stream portion of the project, including but not limited to stream vegetation, erosion, and stream structures;
- removal, at the discretion of the County, of trash, algae, mosquito control, and dead fish removal; and
- reporting blockages and nuisance animal activities such as burrowing animals.

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The City will be responsible for:

- maintenance of the gravity sewer and associated rights of way;
- sewer inspection to address structural and functional maintenance items; and
- non-routine maintenance including maintenance related to right of way clearing.

8. Payment Responsibilities of the City. The City agrees to pay to the County the amounts as described in Exhibit B for the construction of the City Project upon the following conditions being met: receipt by the City of an invoice or invoices from the County of costs associated with the construction of the City Project, complete with actual cost documentation supporting the invoice or invoices. The City’s payment to the County shall be made within ninety (90) days of the above conditions being met for each invoice submitted.

9. Funding Administration. The County shall be responsible for contract administration for the construction contract and the funding agreement with the City as specified in Exhibit B. The County, with assistance from the Engineer, will be responsible for separating all costs associated with the Combined Project.

10. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or mailed in a sealed wrapper and deposited in the United States Mail, registered, or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the County:        Mecklenburg County Storm Water Services  
                                 2145 Suttle Ave  
                                 Charlotte NC, 28208  
                                 Attention: Brian G. Sikes

If to the City:            City of Charlotte  
                                 Charlotte Water  
                                 5100 Brookshire Blvd.  
                                 Charlotte, NC 28216  
                                 Attention: Chuck Bliss, P.E.

Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

11. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

12. Dispute Resolution. The Parties agree that any disputes between the parties should first be attempted to be resolve between the City and County Managers or their designees. Any disputes which cannot be resolved by the City and County Managers or their designees will be referred to mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration

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proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

13. Term of Agreement. The term of this agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this agreement.

14. Schedule: City and County staff have reviewed and agreed upon the proposed Project Schedule (Exhibit C). All due diligence will be undertaken by both parties to ensure adherence to the Schedule.

15. Amendments. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

16. Termination. Either the City and County may terminate this agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the City Council. The City and County further acknowledge that either party may terminate this agreement if all bids received for that party’s portion of the Combined Project exceed that party’s budgeted ability to fund such portion of the Combined Project.

[Signatures are on following pages]



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IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

MECKLENBURG COUNTY

By: \_\_\_\_\_  
Dena R. Diorio, County Manager

CITY OF CHARLOTTE

By:  \_\_\_\_\_  
6E8A04C0B0C7D437...  
Marcus D. Jones, City Manager  
City Clerk

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

  
J. Price  
Finance Officer

MJPrice  
on behalf  
of T.Smith

Digitally signed by MJPrice on behalf of T.Smith  
Date: 2025.02.05 00:24:14 -05'00'

APPROVED AS TO FORM:

\_\_\_\_\_  
County Real Estate Attorney

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

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

Exhibit “A”  
PROJECT MAP

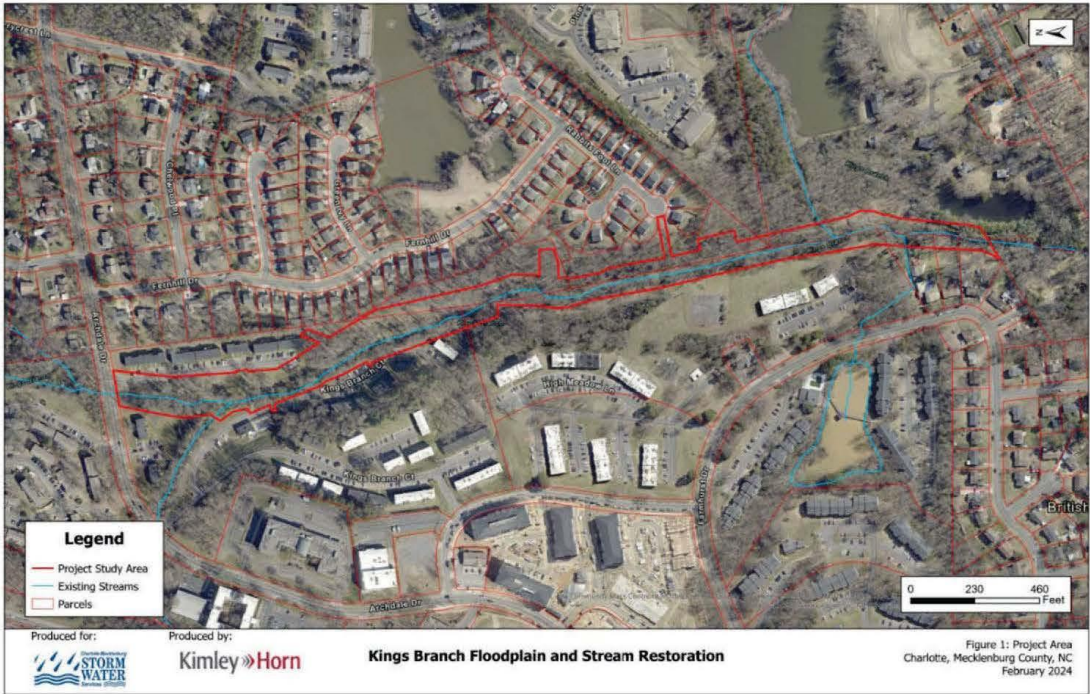


Exhibit “B”

COMBINED PROJECT FUNDING

Construction

- The County will manage construction of the Combined Project.
- County agrees to fund 100% of the construction of the County Project. The County’s portion of the project includes the stream restoration and the gravity sewer downstream of Manhole-07 according to Kimley-Horn construction documents dated July 12, 2024.
- City agrees to fund 100% of the construction of the City Project. The City’s portion of the project consists of gravity sewer upstream of Manhole-7 according to Kimley-Horn construction documents dated July 12, 2024.
- The City and County agree to allocate bid items that are mutual to both projects based on the table and percentages below. Estimates below are based on the Kimley-Horn probable costs based on the Kimley-Horn design plans dated July 12, 2024. Actual costs will be determined after the bid.

Item	County	City
County Project	\$5,000,000	
City Betterments		\$500,000

- The City and County will maintain separate contingency funds. City shall not use any County contingency funding without the prior written authorization of County. Utilization of contingency funds for shared items will follow the cost allocations set forth above. In the event that unexpected items arise, in which costs should be allocated between the City and County, both parties agree to work amicably to arrive upon a reasonable allocation.

Miscellaneous

- All miscellaneous post-construction costs associated with the sanity sewer areas (e.g., signs, administrative, etc.) will be paid by the City.
- All miscellaneous post-construction costs associated with the stream areas will be paid by the County.



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Exhibit “C”  
PROJECT SCHEDULE

Task	Finish Date
Advertise	2/05/2025
Pre-Bid	2/19/2025
Questions Due	3/05/2025
Addendum	3/19/2025
Bids Due	4/25/2025
Notice to Proceed Date	6/25/2025

**Agreement recorded in full in Ordinance Book 54, Document #16.**

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**25-0205      AMEND THE COUNTY’S MAJOR SYSTEM COMPONENT OF THE STORM WATER FEE**

Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried, to schedule a public hearing for May 6, 2025, for the Major System component of the Storm Water Fee.

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

*By interlocal agreements among Mecklenburg County, the City of Charlotte, and the Towns, the storm water fee has three components. The purpose of this Board Action is to set a public hearing for May 6, 2025, to receive public comments regarding the County’s Major System component of the Storm Water fee. The City of Charlotte and the Town of Matthews Are considering altering their components of the fee that is charged within their jurisdictions. Those requests will be addressed separately in the budget process.*

*Major System Component (Countywide): The major system of the storm water system is defined as large creeks and rivers (examples: Little Sugar Creek, McDowell Creek, West Branch Rocky River, Catawba River, etc.) that drain more than 1 square mile and is the responsibility of the County throughout the County. The additional revenue will be used to expand County Storm Water’s Capital Improvement Program (CIP) consistent with the Environmental Leadership Action Plan (ELAP).*

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

*Tier I: \$1.21 to \$1.36, per month*

*Tier II: \$1.84 to \$2.07, per month*

*Tier III: \$2.81 to \$3.16, per month*

*Tier IV: \$5.23 to \$5.88, per month*

*Commercial: \$32.32 to \$36.36, per acre of impervious acre*

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

*On March 20, 2025, the Charlotte-Mecklenburg Storm Water Advisory Committee unanimously endorsed the County’s FY2026 Operating and Capital budgets (including the above fee increases) and forwarded its recommendations to the County Manager and the Board of County Commissioners.*

**This item was pulled by Commissioner Leake for clarity and/or public awareness.**

**25-0207      TAX REFUNDS**

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried, to approve refunds in the amount of \$7,212.29 for registered motor vehicles as statutorily required to be paid as requested by the County Assessor; and approve refunds in the amount of \$77,065.88 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 other amendments, including revaluation appeals. There is accrued interest of \$2,518.29 to be added to*

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*refunds of \$43,915.73. There is no accrued interest to be added to the refunds of \$30,631.86. The total refunds with interest added is \$77,065.88.*

This item was pulled by Commissioner Rodriguez-McDowell for clarity and/or public awareness.

### 25-0210 CONSTRUCTION CONTRACT

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to award a construction contract to J. D. Goodrum Co., Inc. in the amount of \$11,562,903.27.

*Background: This contract is for the construction of Sugar Creek Greenway in Charlotte from McDowell Farms Drive to Yorkmont Road. This project includes over 2.5 miles of new greenway trail, three pedestrian bridge crossings, 10 neighborhood connections, and a parking lot/trailhead. The anticipated construction period will be approximately 560 days.*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

### 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.

### 25-0216 COMMISSIONER REPORTS

The Board received information from the Board of County Commissioners.

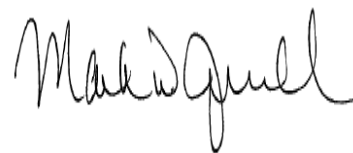
### ADJOURNMENT

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, and unanimously carried, that there being no further business to come before the Board that the meeting be adjourned at 9:36 p.m.



---

Kristine M. Smith, Clerk to the Board



---

Mark Jerrell, Chair