

**Meeting Minutes  
June 6, 2023**

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

The Board of Commissioners of Mecklenburg County, North Carolina, met in Informal Session at 5:00 p.m. and Formal Session at 6:00 p.m. in the Conference Room 267 of the Charlotte-Mecklenburg Government Center located at 600 East Fourth Street, Charlotte, North Carolina on June 06, 2023.

**ATTENDANCE**

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

**Absent:** None

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**-INFORMAL SESSION-**

**CALL TO ORDER**

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

**REMOVAL OF ITEMS FROM CONSENT**

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

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**23-0287** Commissioner Leake  
**23-0303** Commissioner Leake  
**23-0331** Commissioner Leake  
**23-0334** Commissioner Leake  
**23-0345** Commissioner Leake  
**23-0350** Commissioner Leake  
**23-0378** Commissioner Leake  
**23-0382** Commissioner Leake

**STAFF BRIEFINGS**

**23-0354                      CLOSED SESSION**

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

*The Board went into Closed Session at 5:21 p.m. and returned to Open Session at 5:41 p.m.*

*The Board reconvened in Conference Room 267 for the remainder of the meeting.*

**-FORMAL SESSION-**

**CALL TO ORDER**

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

**AWARDS/RECOGNITION - NONE**

**PUBLIC ART MOMENT – N/A**

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**23-0356      PUBLIC APPEARANCE**

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

- |                                 |                          |
|---------------------------------|--------------------------|
| <b>1. Douglas Robinson</b>      | Topic – Health Care Debt |
| <b>2. Tchernavia Montgomery</b> | Topic – Thanks Care Ring |
| <b>3. Bob Bruton</b>            | Topic – Nursing Homes    |

**APPOINTMENTS**

**23-0295      APPOINTMENTS- WASTE MANAGEMENT ADVISORY BOARD**

*Background: One-year term extensions were requested for Martin Doss, Henry Antshel, Chris Brown, and Jo Nencetti.*

*According to the Waste Management Advisory Board Bylaw: Appointments shall be made by the BOCC for terms of three years each, with each individual serving a maximum of two full terms or until the BOCC terminates the Board, whichever is first. Reappointments to new terms or to fill vacancies shall be approved by the BOCC as indicated in Article III, Section 1. If no new persons are known, or there are no new applicants after a term has been unfilled after a period of 30 days, the Director of Solid Waste may recommend an individual who has previously served on the WMAB to fill the vacancy. Such appointment shall be for a period of 12 months.*

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to approve Martin Doss for one (1) one-year term expiring February 28, 2024, on the Waste Management Advisory Board for the City Council Representative slot.

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried (9-0) to approve Henry Antshel, Chris Brown, and Jo Nencetti, for three (3) one-year terms expiring April 30, 2024, on the Waste Management Advisory Board.

**23-0296      APPOINTMENT- BOARD OF EQUALIZATION AND REVIEW**

*Background: On February 21, 2023, the Board of County Commissioners nominated the following candidates for appointment consideration to the Board of Equalization and Review: Philip Carey and Peggy Peterson. On April 4, 2023, The Board also nominated Kathy Davis, Sir Lawrence Lee-*

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*Conley, Lucas Young, Nobie Thrasher, and Nick Vilord for appointment consideration. Peggy Peterson and Lucas Young were unavailable to interview and were removed from consideration.*

*Per Board policy, the Ad-Hoc Interview Committee interviewed five (5) nominees on Wednesday, May 17th, 2023. At the conclusion of the interviews, the Ad-Hoc Committee chose two nominees for recommendation to the full Board.*

*The Ad-Hoc Interview Committee comprised the following Commissioners: Leigh Altman (Chair), Laura Meier, Elaine Powell, and Susan Rodriguez-McDowell.*

Motion was made by Commissioner Leake, seconded by Vice-Chair Powell, and unanimously carried (9-0) to nominate and appoint Philip Carey and Nobie Thrasher to fill two (2) unexpired terms expiring March 31, 2024, to the Board of Equalization and Review.

Motion was made by Commissioner Leake, seconded by Commissioner Cotham, and unanimously carried (9-0) to appoint Kathy Davis and Nick Vilord to fill five (5) three-year terms expiring March 31, 2026, to the Board of Equalization and Review.

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to appoint Zanthia Hastings as Vice Chair of the Board of Equalization and Review.

### **23-0323      APPOINTMENTS - NURSING HOME COMMUNITY ADVISORY COMMITTEE**

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried (9-0) to reappoint Sharrone Robinson for one (1) three-year term expiring May 31, 2026, to the Nursing Home Community Advisory Committee.

### **23-0327      APPOINTMENTS- ALCOHOLIC BEVERAGE CONTROL BOARD**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell and unanimously carried (9-0) to reappoint Marcus Kimbrough, Dr. Wilhelmenia Rembert, and Beverly Thorpe, for three (3) three-year terms expiring June 30, 2026, to the Alcoholic Beverage Control Board.

### **23-0329      APPOINTMENTS- CHARLOTTE WATER ADVISORY COMMITTEE**



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Motion was made by Commissioner Meier, seconded by Commissioner Powell, and unanimously carried (9-0) to reappoint Dan Melvin, for one (1) three-year term expiring June 30, 2026, to the Charlotte Water Advisory Committee.

### **23-0374 APPOINTMENTS- MECKLENBURG EMS JOINT AGENCY BOARD OF COMMISSIONERS**

Motion was made by Commissioner Leake, seconded by Commissioner Cotham, and unanimously carried (9-0) to appoint Jonathan Collier, VP of Mobile Medicine at Atrium Health, replacing Robyn Neely as the Atrium Health Representative.

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) to reappoint Michael Bryant, David Callaway, Saad Ehtisham, Sid Fletcher, Joy Greear, and Gary Little for six (6) three-year terms expiring December 31, 2025, Mecklenburg EMS Joint Agency Board of Commissioners.

### **23-0375 APPOINTMENTS- GROUNDWATER ADVISORY COMMITTEE**

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried (9-0) to nominate and appoint John Schappell for one (1) three-year term expiring July 31, 2026, to the Groundwater Advisory Committee.

### **ADVISORY COMMITTEE REPORTS – NOTE: *This item was moved up on the agenda.***

### **23-0351 ADULT CARE HOME/NURSING HOME COMMUNITY ADVISORY COMMITTEE- ANNUAL REPORT**

The Board received an Annual Report from the Adult Care Home/Nursing Home Community Advisory Committees.

Hillary Kaylor, Centralina Regional Ombudsman, gave the presentation.

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

**ANNUAL REPORT**  
of the  
MECKLENBURG COUNTY  
NURSING HOME COMMUNITY ADVISORY COMMITTEE  
&  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE  
**REPORTING YEAR 2022**

**MECKLENBURG COUNTY FACILITIES AND CAC MEMBERSHIP**

<b>FACILITY TYPE</b>	<b>HOMES</b>	<b>BEDS</b>	<b>COMMITTEE MEMBERS ALOTTED</b>	<b>ACTUAL MEMBERS</b>
Nursing Home	32	3737	35	19
Adult Care Home	40	3107	47	6
Family Care Home	27	196		

**We wish to thank the Commissioners for their effort to fill the vacancies and the prompt attention and support of the Clerk to the Commissioners and Clerk to the Board.**

**2022 COMMITTEE Activities & Accomplishments –**

- Advocated for long-term care (LTC) residents in adult care home and nursing facilities. All committee members wear a provided badge for visits. In another unprecedented year, COVID-19 has curtailed the ability of the group to do facility visits since March 14, 2020. **Volunteer visits have been allowed since July 2022 with re-training of all volunteers and new requirements.** Paid Regional Ombudsman were given ability to re-enter on October 23, 2020, working with facilities and restrictions that are in place.
- Worked with facility staff, families, and residents toward resolution of grievances and concerns. Paid staff were able to conduct business virtually and in person if needed throughout this pandemic. However, our volunteer visits started late and folks did call and check up on nursing home facility Resident Council presidents or residents they knew prior to covid.
  - 75 % of committee members received quarterly training and technical assistance from the regional long-term care ombudsman and 100 % were offered additional trainings through Centralina Area Agency on Aging and were invited to webinars and a Holiday Volunteer Celebration in December. These offerings have been virtual during most of 2022 . In July of 2022 the CAC's were given the ability to start doing in person visit again after they completed the state approved training.

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- This was the third year the Nursing Home committee had a Hero Award for LTC staff in nursing homes so a resident or family could nominate an exceptional worker. The five workers selected received a gift card and certificate for their hard work. This is a great community initiative and helps with moral for the direct care staff and partnering with our group of volunteers.
- Many members of the Nh CAC group participated in a meeting with some state legislators to share concerns about the long term care systems, ownerships issues and changes and also promote the need for legislation to increase the Personal Needs Money for Nursing home residents from \$30 a month to \$70.
- Some members of our committees also take part in state advocacy groups such as Friends of Residents (FOR) attend meetings virtually. They are very interested in advocating for the increase of personal needs monies for nursing home residents.

#### **COMMITTEE GOALS FOR 2023**

1. Increase visits to long-term care facilities as required and observe and report trends.
2. Gain approval from State Program to begin training new CAC volunteers, continue to be in a holding pattern since 2020. New modules for training new folks will be out in early 2023.
3. Attend required Quarterly Training meetings. (75% required)
4. Maintain the number of volunteers we have worked so hard to have on each committee.

#### **Committee Challenges and Requests for Assistance from the County Commissioners**

- **Committee Support-** We are grateful for the support the County Clerk and County Commissioners and we would like to thank you for the interest in this group!
- **New Government Administrations and New Nursing Home Rules-** With changes in Federal and State administration, and the new rules governing nursing homes, members will be vigilant for concerns in facilities they see and will stay abreast of any new policy changes.
- **New Growth for Long Term Care Facilities-** There is continued growth in our county. This will mean more residents to be visited and rights to be protected. It is also important to note that there are many new independent livings constructed in town which also offers housing option for seniors and older or disabled adults, but we are still in need of **affordable**

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### June 6, 2023

housing options. The assisted living options for care are limited when it comes to State County Special Assistance/Medicaid, only four assisted livings (ACH) accept this form of payment. The average Private Pay rate is \$4,500-10,000, leaving a very large gap in affordability for older adults who make too much for State County Special Assistance, but do not have enough to pay private pay rates. This is increasingly becoming a major problem for older adults in Mecklenburg County.

- We are happy to present or answer any questions for the county commissioners or anything related to long term care or this report.

THIS REPORT COMPLETED ON BEHALF AND WITH THE INPUT OF THE MEMBERS OF THE NURSING HOME AND ADULT CARE HOME COMMUNITY ADVISORY COMMITTEES. THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE NC DIVISION OF AGING AND ADULT SERVICES.

Hillary Kaylor & Lindsay Tice, Regional Ombudsman



2-1-2023  
Date Prepared

For questions or comments about this report, contact:

Hillary Kaylor or Lindsay Tice  
Centralina Area Agency on Aging  
Centralina Regional Council

[hkaylor@centralina.org](mailto:hkaylor@centralina.org) [ltice@centralina.org](mailto:ltice@centralina.org)

**1-800-508-5777**

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**Comments**

Chair Dunlap asked if their board was a county board. *Ms. Kaylor said Centralina Regional Council has the area aging and ombudsman program within it, and there were two committees, the Adult Care Home and Nursing Home Committees, both appointed by the BOCC.*

Chair Dunlap said he understood they were responsible for nine counties and asked if people from those other eight counties could serve on this board. *Ms. Kaylor said they had to live in the county they served, and each had their own board.*

Commissioner Altman asked when the volunteers visited what they looked for. She said she was interested in the trends and the common items they would report. *Ms. Kaylor said they conducted unannounced visits to each facility a minimum of four times a year and filled out a report form, which were public records. If there was a concern, they brought it up at the end of the visit at the exit meeting with the person in charge. She said they could return sooner than quarterly if they decided something needed to be revisited.*

Commissioner Altman asked if there was ever non-responsiveness. *Ms. Kaylor said they were mediative and persuasive, not punitive. She said most of the facilities liked their recommendations. She said she could recommend that the licensing and certification agency go in behind them. She said they would rather work with her than go through the Division of Health Service Regulation. She said the most significant problem with working on an issue was high staff turnover and not working with the same person in three months. She said staffing had been an issue in long-term care for 25 years and had only worsened since COVID.*

Commissioner Altman asked that they consider posting the reports online for accountability.

Commissioner Leake said there were other ways to recruit. She said Mecklenburg County provided a stipend. She said there should be an effort to get seniors to participate in the process.

Commissioner Griffin said he hoped the BOCC Health and Human Services would drill down to see what opportunities were available to try to improve their work in the nursing homes.

Vice Chair Powell thanked Ms. Kaylor for the work being done. She also thanked Ms. Mingo for reaching out to her. She said she and Commissioner Griffin went to listen to the volunteers and learn more. She talked about the deterioration of facilities, including odor and the nutritional content of the meals, being served less food to save money, call buttons out of reach of the patients, hearing tests, and lack of eating utensils. She said the responsiveness hadn't been what people deserved. She said she hoped she could visit with Mr. Burton. She said they had a voice with the state legislators and wanted to be a part of making it better.

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Commissioner Jerrell thanked Ms. Kaylor for the work being done. He said he was concerned about the \$30 a month for personal needs that the State sets. He asked to be sent the bills currently going through legislation, changing it to \$70 so that the Board could have the information and advocate for it even though the \$70 still seemed low.

Commissioner Jerrell asked for clarification on the data, to which Ms. Kaylor answered.

Commissioner Jerrell asked how many visits occur at the homes. *Ms. Kaylor stated that the minimum was four times per year.* Commissioner Jerrell asked if everyone was struggling with volunteers. *Ms. Kaylor reported that that was the case.*

#### **23-0354                      CLOSED SESSION – WEST CHARLOTTE PROPERTY**

Motion was made by Commissioner Leake, seconded by Vice Chair Powell and carried unanimously to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of Tax Parcels 035-221-04, 035-221-05, 035-221-06, 035-221-07, 035-221-10, 035-221-09A, 035-221-09B, 035-121-05, 035-121-06, and 035-121-24 (+/- 52.150 acres) in the City of Charlotte for park and recreation purposes from the James N. Braswell 2017 Restated Inter Vivos Declaration of Trust Dated August 22, 2017 for a purchase price of \$106,048 per acre or an estimated purchase price of \$5,530,403.

#### **23-0354                      CLOSED SESSION**

Motion was made by Commissioner Meier, seconded by Vice-Chair Powell, and carried unanimously to authorize the County Manager to negotiate and execute all documents necessary for the acquisition and leaseback of portions of Tax Parcels 013-111-01 and 013-211-01 (+/- 156.37 acres) in the Town of Huntersville for park and recreation purposes from Walnut Creek Farm Limited Partnership for a purchase price of \$10,600,000.

#### **PUBLIC HEARINGS - 6:30 PM**

#### **23-0348                      BUSINESS LOCATION AND EXPANSION - REYNOLDS CONSUMER PRODUCTS, LLC**

***Note: This item was moved ahead to the beginning of the hearings***

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*Background: Reynolds Consumer Products, LLC is the manufacturer of Hefty and Reynolds Wrap branded products. The company is currently located at 14201 Meacham Farm Rd, Huntersville, NC 28078, and currently employs 517 people.*

*The Reynold's Consumer Products proposed project meets all the following grant guidelines for a five-year Business Investment Grant, specifically:*

- *A taxable investment of up to \$13.1 million to be completed in the next five years*
- *Creation of 66 new jobs with an average wage of \$48,227 (which is equal to 100% of the average Standard Occupational Classification codes for each job position for the Charlotte-Gastonia-Rock Hill MSA).*
- *There is competition for this project from Carrollton, TX.*

*The general terms and conditions of this grant include the following:*

- *All property taxes due from the company must be paid before a grant payment is made.*
- *Actual grant payments are based on the value of the investment as appraised by the Mecklenburg County Tax Office.*
- *A portion of the grant must be repaid if the company moves this investment from Charlotte within five years of the end of the grant term.*

*The Board of County Commissioners indicated its intent to approve this grant in a closed session on March 21, 2023.*

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried to open the public hearing to receive comments on a proposed Business Investment Program grant to Reynolds Consumer Products, LLC.

Shahid Rana, Sr. Program Manager, Office of Economic Development, gave the presentation.



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Business Investment Program Grant  
**Public Hearing**

Mecklenburg Board of County Commissioners  
Open Session  
June 6th, 2023

**Public Hearing** Business Investment Program Grant



**Reynolds**  
*Consumer Products*

**Hefty**  
#1 PARTY CUP AMERICA  
PARTY ON!  
18 oz.

**Hefty**  
EVERYDAY  
SOAK PROOF

**Reynolds KITCHENS**  
Slow Cooker Liners

**Hefty**  
ULTRA STRONG  
Clean Burst™  
Tall Kitchen Drawstring Bags

**Hefty**  
STRONG  
MULTIPURPOSE 30 GAL.  
Large Trash Drawstring Bags

**Reynolds Wrap**  
ALUMINUM FOIL  
TRUSTED SINCE 1947



**Public Hearing**

**Business Investment Program Grant**

**REYNOLDS CONSUMER PRODUCTS, LLC**



**About the Company**

- Manufacturer of Hefty and Reynolds Wrap branded products
- Current Location: Meacham Farm Rd, Huntersville, NC
- Formerly known as Pactiv
- Currently employ 517 people



**Public Hearing**

**Business Investment Program Grant**

**REYNOLDS CONSUMER PRODUCTS, LLC**



**Project Details**

- New Taxable Investment: \$13.1m
  - Adding 12 new injection machines
- New Employees: 66
- Average Salary: \$48,227
- Existing Facility:
  - Meacham Farm Dr., Huntersville
- Competing Location: Carrollton, TX.



**Public Hearing**

**Business Investment Program Grant**



**Current Location-** 14201 Meacham Farm Dr., Huntersville, NC.



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**Public Hearing**

**Business Investment Program Grant**

**REYNOLDS CONSUMER PRODUCTS, LLC**



**Corporate Culture**

- Partnership with Hearts & Hands Food Pantry in the Huntersville community
- Full benefits package
- Tuition reimbursement
- DE&I Program
- Currently establishing a Community Involvement Team



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**Public Hearing**

Business Investment Program Grant

REYNOLDS CONSUMER PRODUCTS, LLC


**BIP Guidelines**

	Standard Grant	Project
Investment	\$3 million	\$13.1 million
Job Creation	20 new jobs	66 new jobs
Wage Rate	100% of MSA SOC average	\$48,227



The Project is eligible for a 5-year, 50% Business Investment Grant. Project exceeds all guidelines:

- Project eligible for 2-year term enhancement as expansion of existing project



Mecklenburg County, NC

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**Public Hearing**

Business Investment Program Grant


REYNOLDS CONSUMER PRODUCTS, LLC

**Partner Incentives**

Project	
Partner	Terms
County	\$133,145 (5-years/50%)
NC Comm. Coll.	\$41,600
Total	\$174,745



- NC Community College has offered to assist with hiring and a specialized training program with an estimated value of \$1,300 per employee hired. This comes to a total of \$41,600.



Mecklenburg County, NC

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Public Hearing

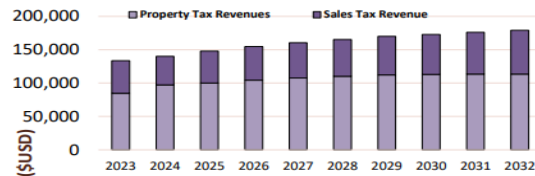
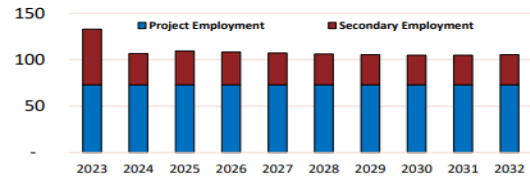
Business Investment Program Grant

REYNOLDS CONSUMER PRODUCTS, LLC



Project Impacts

- The project is expected to induce an additional **34 jobs** by the end of the five-year term.
- The project is expected to induce an additional **\$242,668** in new sales tax revenue by the end of Year 5.



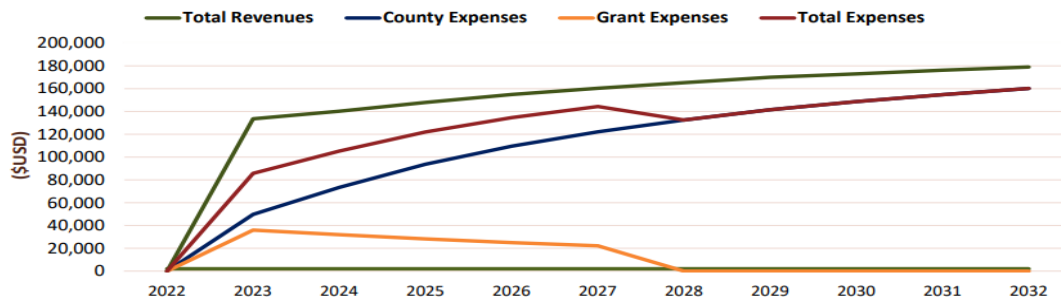
Public Hearing

Business Investment Program Grant

REYNOLDS CONSUMER PRODUCTS, LLC



The Project is expected to net the County **\$16,031** in revenue in the final year of the grant term for a cumulative net of **\$144,837** over 5 years



**Public Hearing**

Business Investment Program Grant

REYNOLDS CONSUMER PRODUCTS, LLC



**BOCC Action**

Requesting the Board of County Commissioners to vote and adopt a resolution to approve a **5-year, 50%** Business Investment Program Grant to Reynolds Consumer Products, LLC for a not to exceed amount of **\$133,145** and to authorize the County Manager to negotiate and execute the contract.



MeckNC.gov

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A wide, horizontal image at the top of the slide showing a collage of Mecklenburg County landmarks, including a historic house, modern skyscrapers, and a bridge, all in a blue-tinted, semi-transparent style.The official seal of Mecklenburg County, North Carolina, featuring a circular design with a plow, a sheaf of wheat, and a ship, surrounded by the text "MECKLENBURG COUNTY NORTH CAROLINA".

Business Investment Program Grant

**Public Hearing**

Mecklenburg Board of County Commissioners

Open Session

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No speakers were present.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and carried (8-1) with Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, Leake, and Meier, voting yes, and Vice Chair Powell voting no, to close the public hearing and adopt a Resolution approving a Business Investment Program grant to Reynolds Consumer Products, LLC for a not to exceed amount of \$133,145 and authorize the County Manager to negotiate and execute the contract.

**MECKLENBURG COUNTY BOARD OF COMMISSIONERS  
RESOLUTION  
APPROVING BUSINESS INVESTMENT PROGRAM GRANT  
FOR REYNOLDS CONSUMER PRODUCTS, LLC**

**WHEREAS**, Reynolds Consumer Products, LLC is seeking to expand their operations in Mecklenburg County; and

**WHEREAS**, the organization evaluated sites in Carrollton, TX; and

**WHEREAS**, this project as described by the company was determined to meet all of the criteria for a Business Investment Program grant from the County of Mecklenburg, the Board of Commissioners voted its intent to provide a Business Investment Program grant to the company during a closed session meeting on March 21, 2023, and as authorized by the Board, the County communicated this information to the company; and

**WHEREAS**, taking into consideration the Board's stated intent to make an economic development grant, the company subsequently decided to expand in Mecklenburg County. The project will include a capital investment of \$13.1 million and will create 66 new jobs within five (5) years at an average annual salary of approximately \$48,227. The Business Investment Program grant is a fifty percent (50%) grant over five (5) years, with a not to exceed amount of \$133,145 The grant will be subject to the County's standard contract provisions, including compliance requirements for the company related to job creation targets and claw back provisions; and

**WHEREAS**, Mecklenburg County Board of Commissioners has determined that this grant will provide new employment, new taxable property, and new economic activity within the County, now, therefore, be it

**RESOLVED** that the Board of County Commissioners does hereby approve the Business Investment Program grant as described above and authorizes the County Manager to execute a contract for the same, with any necessary or helpful nonmaterial changes.

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to Form:

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

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

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*Resolution recorded in full in Ordinance Book ---, Document #---.*

### **23-0259      PUBLIC HEARING - AMEND THE COUNTY'S 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, City of Charlotte, and the Towns, the storm water fee has three components. The purpose of this public hearing is to receive public comments regarding the County's Major System component of the Storm Water fee. The City of Charlotte and the Town of Cornelius are considering altering their components of the fee that is charged within their jurisdictions. Those requests will be addressed separately in the budget process.*

*Major System Component (Countywide): The major system of the storm water system is defined as large creeks and rivers (examples: Little Sugar Creek, McDowell Creek, West Branch Rocky River, Catawba River, etc.) that drain more than 1 square mile and is the responsibility of the County throughout the County. The additional revenue will be used to increase Storm Water staffing by four (4) positions and expand County Storm Water's Capital Improvement Program (CIP) consistent with the Environmental Leadership Action Plan (ELAP). The four positions are critical to monitoring and maintaining CIP projects and floodplain buyout properties.*

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

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

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

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

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

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

*The public hearing is set in accordance with the Storm Water Management Interlocal Agreement and State law for considering such increases.*

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

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Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried to open the public hearing for comments on proposed amendments to the Major System component of the Storm Water fee.

No speakers were present.

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to close the public hearing and adopt a Resolution authorizing amending Major System Fees for Mecklenburg County.

### **23-0320          PUBLIC HEARING FOR CLOSING OF THE RIGHT-OF-WAY FOR PUCKETT ROAD**

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously to open the public hearing to hear comments concerning the closing of the right-of-way for Puckett Road.

No speakers were present.

Motion was made by Commissioner Leake, seconded by Commissioner Griffin, and unanimously carried to the close the public and adopt a Resolution approving Order of Closing of the public right-of-way for Puckett Road.



**MECKLENBURG COUNTY  
BOARD OF COMMISSIONERS**

**RESOLUTION ORDERING THE CLOSING OF ALL OF THE RIGHT-OF-WAY FOR  
PUCKETT ROAD**

**WHEREAS**, North Carolina General Statute 153A-241 specifies that a county may permanently close any public road or easement within the county and not within the city except public roads or easements for public roads under the control and supervision of the North Carolina Department of Transportation and specifies the procedure to be followed; and

**WHEREAS**, petitioners have requested that 2.107 acres of right-of-way for Puckett Road as shown on the Exhibit A map attached hereto be closed; and

**WHEREAS**, Charlotte-Mecklenburg Planning and the Mecklenburg County Fire Marshal's Office have reviewed the petition and have no objection to the closing of said right-of-way, and

**WHEREAS**, Mecklenburg County Land Use and Environmental Services Agency (LUESA) has determined that in its opinion the closing of the portion of said right-of-way petitioned would not deprive any individual owning land in the vicinity of said right-of-way of reasonable ingress and egress to their property, and would not be contrary to the public interest; and has also determined that the North Carolina Department of Transportation does not maintain said right-of-way;

**NOW, THEREFORE BE IT RESOLVED**, that the Mecklenburg Board of County Commissioners has determined and is satisfied that the closing of said right-of-way of Puckett Road as shown on the attached map hereto is not contrary to public interest, and that no individual owning property in the vicinity of said right-of-way would thereby be deprived of reasonable ingress and egress to their property when said right-of-way is closed; and be it

**Meeting Minutes**  
**June 6, 2023**

**FURTHER RESOLVED**, that the Mecklenburg Board of County Commissioners does hereby adopt this Order of Closing of said right-of-way of all of Puckett Road; pursuant to the North Carolina General Statute 153A-241, effective once this Order of Closing has been approved; and be it

**FURTHER RESOLVED**, that the Clerk to the Board of County Commissioners is directed to file a certified copy of this Order for Closing of said right-of-way in the office of the Register of Deeds of Mecklenburg County. The recordation of this Order for Closing shall provide conclusive evidence of the closing of a portion of the public right-of-way (2.107 Acres) as shown on the attached map hereto.

ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

Approved as to Form

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

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

(COUNTY SEAL)

***Resolution recorded in full in Ordinance Book ---, Document #---***

**MANAGER'S REPORT**

**23-0355      NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH) MULTI-FAMILY  
AFFORDABLE HOUSING FUNDING SUPPORT REQUEST- CHARLOTTE WOODS**

*Background: The Housing Impact Fund is an innovative social impact equity fund committed to addressing housing insecurity and upward mobility in Charlotte. Housing Impact Fund has acquired and preserved 805 NOAH units across Mecklenburg County since December 2020. Last month, the organization announced a new \$65 million fund of private sector capital to preserve an additional 1,000 units or more over the next two years.*

*Across its portfolio, Housing Impact Fund has set aside 242 units for households earning 30% AMI and below, 72 units for households earning 50% AMI and below, 331 units for households earning 60% AMI and below, and 160 units for households earning 80% AMI and below.*

*Approval of this item will authorize the County Manager to negotiate, authorize and execute an agreement with Housing Collaborative that will administer the rental subsidy program.*

*This proposal would commit annual funding from Mecklenburg County for the length of the property's deed restriction at an amount equivalent to the corresponding annual property tax bill. The funding will be administered through Housing Collaborative who identifies tenants and administers the rental subsidy program.*


- *Property owners must implement a long-term 20-year deed restriction on the property designating 100% of the units to be affordable to households at 80% AMI and below. Eighty units will be set aside for households earning 30% AMI and below, 133 units will be set aside for households earning 60% AMI and below, and 53 units set aside for households earning 80% AMI and below.*
- *Half of the units set aside for 30% AMI and below households (15% of the property or 40 units) will serve individuals/families experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies.*
- *Approval of the recommended rental subsidy program is a request for 20 years of annual funding to be equivalent to the corresponding county property tax bill*

## Meeting Minutes

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LaShonda Hart, Program Manager, Affordable Housing Initiatives, and Dena Diorio, Mecklenburg County Manager, made the presentation.

# NOAH Multi-Family Affordable Housing Funding Support Request



## CHARLOTTE WOODS

Presented to the Mecklenburg  
Board of County Commissioners  
June 6, 2023

### NOAH Multi-Family Funding Support Request

#### BOARD ACTION-Naturally Occurring Affordable Housing (NOAH) Multi-Family Affordable Housing Funding Support Request

ACTION

Adopt a resolution authorizing the County Manager to negotiate and execute an agreement with Woodlawn NOAH, LLC and develop terms and conditions under which Mecklenburg County would allocate a total of \$4,283,702 over a 20-year period to cover rental subsidy for forty (40) affordable rental units at Charlotte Woods available to households earning 30% AMI and below.


Adopt a resolution for a 20-year loan in the amount of \$4M in the form of a subordinate mortgage to Woodlawn NOAH, LLC. The loan term will be commensurate to the term of the 20-year affordability deed restriction.

Adopt a resolution authorizing the County Manager to develop terms and conditions and execute an agreement with Housing Collaborative (formerly Socialserve) to administer the rental subsidy program.

FISCAL IMPACT

The \$4M loan will be paid from the Mecklenburg County's Affordable Housing Fund

The \$4,283,702 will be paid from the Mecklenburg County's Affordable Housing Fund from property taxes paid

[MeckNC.gov](http://MeckNC.gov)

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## NOAH Multi-Family Funding Support Request

### HOUSING IMPACT FUND- Background

- **Housing Impact Fund** is an innovative social impact equity fund committed to addressing housing insecurity and upward mobility in Charlotte. The Housing Impact Fund has acquired and preserved 805 Naturally Occurring Affordable Housing (NOAH) units across Charlotte-Mecklenburg since December 2020. Last month, the organization announced a new \$65 million fund of private sector capital to preserve an additional 1,000 units or more over the next two years.
- The fund will set aside 30% of all units to households earning 30% AMI and below, 50% of units to households earning 60% AMI and below and 20% of units to households earning 80% AMI and below.
- Housing Impact Fund works in partnership with Ascent Housing to identify, acquire, finance, rehabilitate and operate NOAH properties. Ascent Housing is a pioneer in NOAH preservation, having executed solutions to create affordable housing units ranging from permanent supportive housing for individuals exiting chronic homelessness to households earning 80% of area median income (AMI).
- Housing Impact Fund delivers supportive services to all residents in the areas of health, education, financial literacy and workforce development. Its supportive service platform is orchestrated through a partnership with Atrium Health's Community Health Worker model.
- Lead investors in Housing Impact Fund include Truist, Atrium Health, Honeywell, Leon Levine Foundation and several dozen other Charlotte-based companies, foundations, individuals and family offices.



## NOAH Multi-Family Funding Support Request

### HOUSING IMPACT FUND (HIF)- Success to Date

- Acquired and preserved 805 NOAH units across Charlotte. Set aside 242 units for households earning 30% AMI and below, 72 units for households earning 50% AMI and below, 331 units for households earning 60% AMI and below and 160 units for households earning 80% AMI and below
- Acquired, preserved and completed renovations on the most affordable apartment community in Charlotte (Shamrock Gardens), two properties (Pines on Wendover & Maple Way) zoned for Myers Park schools, and one property (Lake Mist) directly adjacent to a light rail station. The organization is in the process of renovating its latest project, Peppertree Apartments, which was acquired in November 2022.
- Launched a place-based supportive service platform in partnership with Atrium to utilize their Community Health Worker model. This model embeds specialized Community Health Workers to identify and address barriers for residents across key areas including financial wellness, workforce development, education and access to healthcare and nutrition. The program has attracted additional community resources including free laptops for households at each community and innovations such as the recent opening of a Community Based Primary Care Clinic within one of their communities.
- Developed an innovative rental subsidy program targeting 20-30% AMI households in partnership with Mecklenburg County, City of Charlotte and Housing Collaborative.
- Nearing completion of \$14M in renovation work while achieving 90%+ MWSBE participation.



## NOAH Multi-Family Funding Support Request

### Importance of Preservation

- Naturally Occurring Affordable Housing historically refers to unsubsidized rentals that are affordable because of low market values
- Due to substantial increase of market values and lack of state and federal funding NOAH's are pricing out of affordability
- This creative strategy secures rental subsidies for 30% AMI and below households for the length of the 20-year deed restriction at the amount equivalent to each project's property tax bill allowing for long-term affordable rents
- Preservation prevents displacement, dramatic rent increases and/or demolition of the property
- Without preservation families may start cycles of instability and disruption, which removes children from the consistency of their assigned school and support networks
- Households may be confronted with extreme barriers to housing due to inability to afford market rents, moving costs and new lease charges, credit/background history or other factors. This can increase the risk of homelessness



## NOAH Multi-Family Funding Support Request

### NOAH Preservation County/City Subsidy Program

#### 30% AMI and Below

#### FY2020

NOAH Apartment(s)	Total Units	Total Set-Aside Units	Total Units Occupied	Average Tenant Rent	1br	2br
Lake Mist	144	22	13	\$320	24	120

#### FY2022

NOAH Apartment(s)	Total Units	Total Set-Aside Units	Total Units Occupied	Average Tenant Rent	1br	2br
Maple Way	60	9	2	\$384	28	32
Pines at Wendover	44	6	1	\$447	N/A	44
Shamrock Gardens	265	40	4	\$307	130	135

#### FY2023

NOAH Apartment(s)	Total Units	Total Set-Aside Units	Total Units Occupied	Average Tenant Rent	1br	2br
Peppertree	292	44	2	\$400	204	88

- Units will become available due to natural turnover and rental subsidy is provided to households earning 30% AMI and below
- Funding from Mecklenburg County is drawn down as needed when units are occupied





## NOAH Multi-Family Funding Support Request

### Rental Subsidy Program

#### PROGRAM DETAILS

- Ascent/Housing Impact Fund will implement a 20-year deed restriction designating 30% of units set aside to households earning 30% AMI and below, 50% of set aside units to households earning 60% AMI and below and 20% of units set aside to households earning 80% AMI and below.
- Half of the 30% units set aside for 30% AMI and below households (15% of each property) will serve individuals/families experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies.
- Ascent/Housing Impact Fund will distribute set asides evenly across one-bedroom, two-bedroom and three- bedroom units (as applicable at each property).
- No existing property residents will be displaced by the program. New residents who qualify for the rental subsidy will be housed as units come available through natural turnover.
- Housing Collaborative will determine a rental subsidy amount that ensures eligible tenants only pay 30% of their income and the combined payment (tenant's rent + rental subsidy) does not combine to exceed the maximum of Fair Market Rent.
- The rental subsidy agreements will only move forward if the City of Charlotte commits to appropriating rental subsidy funding equivalent to its share of property taxes under the same guidelines.



## NOAH Multi-Family Funding Support Request

### Charlotte Woods

#### Property Overview

- 266 Units
- Built in 1970
- Located at the intersection of Woodlawn & Scaleybark Road, ½ mile from Park Road Shopping Center
- Zoned for Myers Park High School
- 155 – 1-bedroom units
- 111 – 2-bedroom units
- Large floorplans, private balconies and patios
- Pool and fitness center on site
- \$5 million renovation anticipated including the installation of all new HVAC units and windows



## NOAH Multi-Family Funding Support Request

### Charlotte Woods – Tenant Rent (Rental Subsidy Program)

Current Asking 1 Bedroom Rent	Submarket Average 1 Bedroom Rent	Projected 1 bedroom Rent	1br	2br
\$1,195-\$1,245	\$1,269	\$360-\$450	155	111

Current Asking 2 Bedroom Rent	Submarket Average 2 Bedroom Rent	Projected 2 Bedroom Rent
\$1,465	\$1,411	\$430-\$535



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## NOAH Multi-Family Funding Support Request

### Funding Proposal

20 YEARS

#### Loan Financing Request

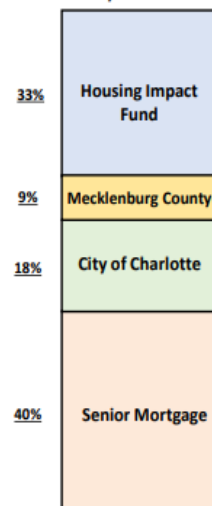
- \$4M investment from Mecklenburg County

#### Rental Subsidy Request

- \$4.3M investment from Mecklenburg County

FINANCING SOURCES	% of Project	Amount
Housing Impact Fund	33.07%	\$14,575,000
Mecklenburg County	9.08%	\$4,000,000
City of Charlotte	18.15%	\$8,000,000
Senior Mortgage (Fannie Mae)	39.71%	\$17,500,000
<b>TOTAL FINANCING SOURCES</b>	<b>100.00%</b>	<b>\$44,075,000</b>

#### Capital Stack



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## NOAH Multi-Family Funding Support Request



## NOAH Multi-Family Funding Support Request

### Charlotte Woods



## NOAH Multi-Family Funding Support Request

Charlotte Woods



**RESOLUTION OF THE MECKLENBURG COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE TERMS AND  
CONDITIONS AND EXECUTE AN AGREEMENT WITH HOUSING COLLABORATIVE  
(fka SOCIALSERVE) AND WOODLAWN NOAH, LLC TO ADMINISTER  
RENTAL SUBSIDIES UNDER WHICH THE COUNTY WOULD ALLOCATE  
FUNDS OVER A 20 YEAR PERIOD FOR AFFORDABLE RENTAL UNITS.**

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

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

**WHEREAS**, Woodlawn NOAH, LLC is a company formed to acquire and own Charlotte Woods, a 266-unit apartment community located at 1116 Scaleybark Road in Mecklenburg County; and

**WHEREAS**, Woodlawn NOAH, LLC is managed by Ascent Housing, LLC and its majority member is Housing Impact Fund II, LLC. Ascent Housing, LLC is a leader in the preservation of Naturally Occurring Affordable Housing and Housing Impact Fund II, LLC is a \$65,000,000 social impact fund formed in 2023 to preserve Naturally Occurring Affordable Housing in Mecklenburg County; and

**WHEREAS**, the goal of Woodlawn NOAH, LLC is to acquire and preserve Charlotte Woods with a 20-year deed restriction serving 30% of the property to residents at or below 30% AMI, 50% of the property to residents at or below 60% AMI, and 20% of the property to residents at or below 80% AMI; and

**WHEREAS**, the goal of Woodlawn NOAH, LLC, and its majority member, Housing Impact Fund II, LLC is to allocate 15% of the property to residents at or below 30% AMI, who are experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies; and

**WHEREAS**, Woodlawn NOAH, LLC has asked Mecklenburg County to assist with funding for 20 years of rental income subsidy serving tenants at 30% AMI or below. The total request is \$4,283,702 to cover 20 years of rental income subsidy for forty units;

**Meeting Minutes**  
**June 6, 2023**

**NOW THEREFORE, BE IT RESOLVED** the Mecklenburg Board of County Commissioners adopts the Resolution authorizing the County Manager to negotiate and execute an agreement with Housing Collaborative and Woodlawn NOAH, LLC to develop terms and conditions under which the County would allocate a total of \$4,283,702 over a 20-year period to cover a rental subsidy for forty (40) affordable rental units at Charlotte Woods.

Adopted the 6<sup>th</sup> day of June 2023

Approved as to Form:

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

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

***Resolution recorded in full in Ordinance Book ---, Document #---***



**Meeting Minutes**  
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**RESOLUTION OF THE MECKLENBURG COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE AND EXECUTE LOAN TERMS AND  
CONDITIONS WITH WOODLAWN NOAH, LLC**

**WHEREAS**, Woodlawn NOAH, LLC is a company formed to own Charlotte Woods, a 266-unit apartment community located at 1116 Scaleybark Road, in Mecklenburg County, Charlotte, NC 28209; and

**WHEREAS**, Woodlawn NOAH, LLC is a company managed by Ascent Housing, LLC, a leader in the preservation of naturally-occurring affordable housing (NOAH), and majority-owned by Housing Impact Fund II, LLC, a social impact equity fund dedicated to the preservation of NOAH units in Mecklenburg County; and

**WHEREAS**, Woodlawn NOAH, LLC will record a 20-year deed restriction on Charlotte Woods that sets aside 80 units for households earning 30% AMI and below, 133 units for households earning 60% AMI and below and 53 units for households earning 80% AMI and below; and

**WHEREAS**, Woodlawn NOAH, LLC has raised more than \$32,000,000 of private-sector capital to help finance the acquisition, rehabilitation and long-term operation of Charlotte Woods; and

**WHEREAS**, Woodlawn NOAH, LLC is seeking approval from the City of Charlotte for an \$8 million loan to help address the deficit of affordable housing through a long-term deed restriction on Charlotte Woods; and

**WHEREAS**, Woodlawn NOAH, LLC has asked Mecklenburg County to assist with a loan in the amount of \$4 million with the same restrictions and under similar terms and conditions; and

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

**NOW THEREFORE, BE IT RESOLVED** the Mecklenburg County Board of Commissioners adopts the Resolution authorizing the County Manager to negotiate, and execute an agreement with Woodlawn NOAH, LLC and to develop terms and conditions under which the County would allocate a one-time loan in the amount of \$4 million.

Adopted the 6<sup>th</sup> day of June 2023.

Approved as to Form:

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

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

***Resolution recorded in full in Ordinance Book ---, Document #---***

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**Comments**

Chair Dunlap commented on the rising rent and asked for projections. *Ms. Hart said that at the time, it was an average but that it had the exact amount for the 1-2 bedrooms, but for Charlotte Woods, it was still an estimate. She said she could get more of a composite number as they got closer to the time.*

Commissioner Griffin asked how many one and two-bedroom apartments would be available for each breakpoint of 30, 60, and 80 percent AMI. *Ms. Hart said she would email the information.*

Commissioner Griffin asked about the kids being zoned to Myers Park High School who were economically disadvantaged. He asked if there would be tutoring and services for those kids. *Ms. Hart said they were working with CMS and the community engagement specialist to provide tutoring or whatever needs may be needed by the residents of Charlotte Woods.*

Vice Chair Powell asked for clarification on resolution B and what \$4 million in the form of a subordinate mortgage meant, to which Ms. Hart answered. *She clarified that it was a low-interest loan with an interest rate of 1%.*

Chair Dunlap asked if it was a loan or a grant. *Ms. Hart said it was not a grant but a low-interest loan with a 1% return. She said in November of each year, the County would receive \$40,000 back, and at the end of 20 years, it would receive the \$4M back.*

Commissioner Altman said they were giving them a loan, which was much cheaper than they could get on the market, as part of the benefit to induce them to do this along with their rental assistance. She asked if, after 20 years, it would be whatever the market would bear in terms of affordable housing. *Ms. Hart said that could be the case, or they could re-up, check the rates, and make it affordable at the AMI. She said the 20-year period allowed for affordability.*

Commissioner Altman said she was thrilled with the 90% MWSBE commitment and asked that it become part of the process to always hear the workforce development commitment that was asked for and to make a commitment that it's represented in presentations.

Commissioner Leake asked how the west side of town would be reached with the same model and support. *Ms. Hart said it had to do with property availability and intentionality and that she would gather more information on the intentionality and follow up with Commissioner Leake.*

Commissioner Leake said the apartments seemed small. She asked for the square footage. *Ms. Hart stated she would send this information.*

## Meeting Minutes

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Commissioner Meier stated that she thought it was important that every district have its fair share of affordable housing.

Motion was made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and unanimously carried to adopt a resolution authorizing the County Manager to negotiate and execute an agreement with Woodlawn NOAH, LLC and develop terms and conditions under which Mecklenburg County would allocate a total of \$4,283,702 over a 20-year period to cover rental subsidy for forty (40) affordable rental units at Charlotte Woods available to households earning 30% AMI and below.

Motion was made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and unanimously carried to adopt a resolution for a 20-year loan in the amount of \$4M in the form of a subordinate mortgage to Woodlawn NOAH, LLC. The loan term will be commensurate to the term of the 20-year affordability deed restriction.

Motion was made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and unanimously carried to adopt a resolution authorizing the County Manager to develop terms and conditions and execute an agreement with Housing Collaborative (formerly Socialserve) to administer the rental subsidy program.

Commissioner Leake asked when the program would be ready. *Ms. Hart stated that she would email this information.*

***Note: Chair Dunlap left the room at 7:23 p.m. and returned when noted in the minutes. Vice Chair Powell presided over the meeting until he returned.***

### 23-0321

### MECKLENBURG COUNTY SOLID WASTE FEE ORDINANCE FOR FY2024

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Griffin, and unanimously carried to revise the Mecklenburg County Solid Waste Fee Ordinance.

*Background: LUESA Solid Waste proposes to change the Mecklenburg County Solid Waste Fee Ordinance by revising certain technical fees in the Solid Waste Program to respond to inflation and contract service fees charged to Mecklenburg County. The changes were previously presented to the BOCC at the Public Policy Meeting on April 25, 2023. These changes include:*

- 1. Increase to the disposal fee for use of the Speedway Landfill by \$1.10 per ton, increasing from \$37.85 per ton to \$38.95 per ton.*
- 2. Increase to the Construction/Demolition Debris disposal price from \$53.50 per ton to \$57.00 per ton.*

## **Meeting Minutes**

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3. *Increase the cost of Yard Waste Disposal from \$29.00 per ton to \$36.00 per ton.*
4. *Increase the cost of Drywall Disposal from \$32.50 per ton to \$34.50 per ton.*
5. *Increase the cost of Waste Tire Disposal by \$0.50 per tire.*
6. *Increase the cost of Out-of-County Recyclables from \$108 per ton to \$116 per ton.*
7. *Increase the cost of Out-of-County Residential Entry Stickers from \$80 each to \$90 each annually.*
8. *Increase the cost of commercial TV disposal/recycling from \$25 each to \$30 each.*
9. *Establish a new fee for Transfer of Solid Waste from Transfer Stations of an additional \$12 per ton.*

*The Waste Management Advisory Board (WMAB) unanimously recommended the BOCC approve the changes to the Solid Waste Fee Ordinance at their February 21, 2023, meeting.*

*Upon adoption, these fees will become effective on July 1, 2023.*



## Meeting Minutes June 6, 2023

**FY24 – Fee Changes shown in RED.**

**For June 6, 2023 BOCC Meeting**

### **MECKLENBURG COUNTY SOLID WASTE FEE ORDINANCE**

WHEREAS, the Board of Commissioners of Mecklenburg County adopted an ordinance entitled "Mecklenburg County Solid Waste Fee Ordinance" effective July 1, 1989; and

WHEREAS, the Board of Commissioners of Mecklenburg County now desires to amend and restate said Ordinance; now, therefore,

BE IT ORDAINED by the Board of Commissioners of Mecklenburg County, North Carolina, that:

1. The "Mecklenburg County Solid Waste Fee Ordinance" is hereby amended and restated to read as follows:

#### **Section 1. Definitions**

**"Approved Yard Waste Product Hauling Partners"**: Shall mean firms or individuals approved by the Director to haul yard waste or other products for delivery purposes.

**"Bulky Waste"**: non-putrescible municipal solid waste that is generally too large to be accepted by the regular waste collection. Bulky waste items may include discarded furniture (couches, recliners, tables, mattresses, dressers), and other similar items delivered to Mecklenburg County Facilities.

**"Business Recycling Partners"**: Shall mean those businesses located in Mecklenburg County who host recycling dumpsters and receive collection of Recyclable Material in partnership with the County. Eligibility qualifications shall include that these businesses have successfully demonstrated to the County that they are exempt from the Mecklenburg County Ordinance to Require the Source Separation of Designated Materials from the Municipal Solid Waste Stream for the Purpose of Participation in a Recycling Program established by the County and payment of any established fees.

**"Construction and Demolition Waste" (C&D)**: shall mean Solid Waste resulting primarily from construction, remodeling, repair, or demolition operations from buildings, pavements, or other structures; inert debris.

**"Convenience Center"**: Shall mean any County Facility designated by the Director that is open to the public where Yard Waste, Solid Waste and/or Recyclable Materials are collected either at no charge or for fees posted herein.

**"County"**: Mecklenburg County, North Carolina; a political subdivision of the State of North Carolina.

Effective July 1, 2023

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### June 6, 2023

**“County Facility”, “Mecklenburg County Facility”:** Any Solid Waste disposal facility owned, operated, licensed by or under contractual agreements with the County, including, but not limited to the Speedway Landfill.

**“Director”:** The Director of the Mecklenburg County Solid Waste Division of LUESA, or designee. In Sections herein that require specific approval, such requests shall be made in writing to the Director.

**“Hazardous Waste”:** shall mean (a) waste which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or State law, (b) waste which is regulated as hazardous waste under federal or State law, or (c) waste which any County Facility, in its reasonable discretion, determines has the potential for causing safety, health or environmental damage, including but not limited to infectious waste.

**“Household Hazardous Waste”:** Waste generated by individuals on the premise of a temporary or a permanent residence and composed primarily of materials found in waste generated by residents in their homes that may be considered as hazardous if placed into a landfill or otherwise co-mingled with other Waste. Items such as fertilizer, weed killers, fluorescent light bulbs, acids, and other similar products shall fall into this category of products.

**“Household Waste”:** Residential Solid Waste generated from non-commercial residential activities excludes any and all hazardous waste materials

**“Household Waste Convenience Centers”:** See “Convenience Center” above.

**“Kitchen Trash”:** Shall be that component of Municipal Solid Waste associated with residential waste generation, generally delivered in plastic trash bags and shall be consistent with the material definition of Municipal Solid Waste (MSW) found herein, but limited to residential sources.

**“Municipal Partners”:** Shall mean Mecklenburg County municipalities having Interlocal Agreements with Mecklenburg County for Solid Waste Management.

**“Municipal Solid Waste (MSW)”:** means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

**“Non-County Residents”:** Persons who reside outside of Mecklenburg County.

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**“Non-County Resident Availability Fee”:** An annual fee established per vehicle for residences located outside of Mecklenburg County, payable on a July 1-June 30th basis, that will enable the Non-County Resident to dispose of Solid Waste at a County Facility for the discounted rate, as set forth in this Ordinance, at County Household Waste Convenience Centers. Payment of this fee shall remain valid for one Fiscal Year Period. It may not be transferred, and it shall not entitle the owner to any other privileges other than those provided in this Fee Ordinance.

**“Non-Residential Waste”:** Waste other than household waste, acceptable under the provisions of the North Carolina Solid Waste Management Rules, 10 NCAC 10G. Non-Residential Wastes include such wastes as demolition or construction material, shingles, pallets, commercial and industrial wastes, split tires, rubble, and special handling wastes.

**“Recyclable Material”:** shall mean those materials, which are separated or removed from Solid Waste or MSW for purposes of use or reuse, which are acceptable to the Director.

**“Residential Discount”:** A reduction in fee for disposal of Solid Waste in specified categories for those persons using a County Facility that are residents located in Mecklenburg County (and therefore have been charged the County’s Residential Solid Waste Fee), and those Non-County Residents who have paid the annual Non-County Resident Availability Fee. Such discounts shall not be available to any person delivering any materials in a commercial vehicle, a vehicle licensed to any business, LLC, or corporate entity or any person paying with a credit card registered to a business, LLC, or corporation.

**“Residential Solid Waste Availability Fee”:** The availability fee created by the County’s Residential Solid Waste Fee Ordinance, the amount of which is set in the County’s annual Budget Ordinance, which fee is levied annually on all residences located in the County.

**“Residential Solid Waste”:** shall mean Solid Waste generated at dwelling units (including single family structures, multi-family structures, mobile homes, and all other structures used as residential dwellings). Solid Waste from hotels, motels, inns, tourist camps and all other places that are required to collect a room occupancy tax under the Mecklenburg County Ordinance imposing a room occupancy tax is not Residential Waste.

**“Special Waste”:** shall mean any Solid Waste or Recycled Material, or related products delivered to or generated at any County Facilities, that requires special or exceptional handling from an operational or equipment standpoint. It includes all Solid Waste, the disposal of which is defined as special waste by the State of North Carolina Department of Environmental Quality, Division of Solid Waste

**“Solid Waste” or “Waste”:** Waste that is defined, either by Regulation or Statute, by the State of North Carolina as Solid Waste.

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### June 6, 2023

**“White Goods”:** Discarded appliances, which include but are not limited to inoperative and discarded refrigerators, ranges, water heaters, freezers and other similar domestic and commercial large appliances.

**“Yard Waste”:** Materials such as brush, grass clippings, limbs, leaves, and untreated and unpainted wooden pallets, which are defined as Yard Waste by the State of North Carolina.

#### **Section 2. Requirement to Pay Fees**

Except as otherwise provided herein, it shall be unlawful for any vehicle carrying Municipal Solid Waste, Yard Waste or any materials, to enter and to use any County Facility except upon the payment of the fees as set forth in this Ordinance.

The Non-County Resident Availability Fee is established at **\$90** per vehicle and shall require the person using this category to display the appropriate decal or sticker on the vehicle’s windshield. Such stickers shall not be swapped between vehicles. Each sticker is for one vehicle only. If a sticker becomes lost or stolen, written proof shall be provided to the Director who may issue a replacement at no charge. Beginning January 1 of any calendar year the Non-County Resident Availability Fee shall be set at half of the annual rate.

Any customer using a Convenience Center who does not cease use and exit the Convenience Center at the time of closing for the day may be charged an additional fee of \$50 for each 15 minute period after closing of the Center, and under no circumstances shall that person remain on-site unloading for more than one hour after closing.

#### **Section 3. Speedway Landfill Fee Schedule**

Solid Waste that is (i) controlled by contract by Mecklenburg County through interlocal agreements, waste collection agreements, or is Residential Waste generated in the Mecklenburg County Designated Geographic Area, (ii) of a nature that can readily be handled at the Speedway Landfill in accordance with standard operating procedures and practices, and (iii) **does not include:** (a) Hazardous Waste, (b) Construction and Demolition Waste, (c) Special Waste, (d) Yard Waste, (e) Recyclable Material actually removed from the waste stream, or (f) Household Hazardous Waste collected through household hazardous waste programs. Therefore, acceptable Solid Waste will be accepted at the Speedway Landfill upon payment of the following fees:

- (a) When the scales/weighing systems are in operation, fees shall be computed as follows for vehicles transporting Solid Waste from Mecklenburg County:

Vehicle Type	Charge
All eligible entities	<b>\$38.95</b> per ton

- (b) When the scales/weighing systems are NOT in operation, fees shall be computed on a cubic yard basis determined by the average density of the materials. 1,000 pounds per



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cubic yard shall be used for Municipal Solid Waste, unless otherwise demonstrated in writing to the Director.

(c) Commercial companies operating under contract for a Municipal Partner are eligible for the disposal fees herein and shall notify the Director who they are operating for.

(d) Commercial companies operating in Mecklenburg County's Unincorporated areas are also eligible for the disposal fees listed in the Sections herein but must be registered with Mecklenburg County and in good standing with all applicable standards of this Ordinance specifically including recycling all curbside recycling commodities specified by Mecklenburg County. Such companies operating in Unincorporated areas of Mecklenburg County shall submit upon written request of the Director;

- A listing of customers served including street name and address;
- A statement of services offered to customers, including rates of service;
- A statement of what recycling items are accepted by the collection company.
- Information on how to contact the Collection company.

(e) Any Commercial company that fails to comply with items in Section 3 (d) herein, may be denied access to Mecklenburg County disposal or processing centers and use of negotiated disposal or processing fees at any facility including the Speedway Landfill.

#### **Section 4. Tire Fee Schedule**

(a) Tires – Tires that are not eligible for NC State reimbursement shall be accepted and charged on the following basis:

Description	Requirements	Fee
Automotive and Light Truck Tires <b>NOT on rims</b> at Full-Service Acceptance Locations.	<b><u>Tires must be from Mecklenburg County.</u></b> Tires must be smaller than 20" bead diameter. Max 15 tires unless prior approval granted.	Up to 5 tires accepted at no charge. Each tire over 5; <b>\$2.00</b> per tire.
Automotive and Light Truck Tires <b>ON Rims</b> at Full-Service Acceptance Locations	<b><u>Tires must be from Mecklenburg County.</u></b> Tires must be smaller than 20" bead diameter. Max 15 tires unless prior approval granted.	<b>\$3.00</b> each

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Automotive and Light Truck Tires <b>NOT on rims</b> at Full-Service Acceptance Locations	<b>Tires from outside of Mecklenburg County or Non-Residential.</b> Tires must be smaller than 20" bead diameter. Max 15 tires unless prior approval granted.	\$4.00 each
Automotive and Light Truck Tires <b>ON rims</b> at Full-Service Acceptance Locations	<b>Tires from outside of Mecklenburg County or Non-Residential.</b> Tires must be smaller than 20" bead diameter. Max 15 tires unless prior approval granted.	\$5.00 each
Truck Tires and other small off road tires delivered to Full- Service Locations <b>NOT on rims.</b> This DOES NOT include larger tractor tires or earthmoving equipment tires.	<b>Any Area:</b> 20" to 26" bead diameter. Larger tires may not be accepted unless prior approval is given, and customer pays the full price of such disposal as established by the County's Tire Processing Company. Max 15 tires unless prior approval granted.	\$6.50 each
Automotive and Truck Tires <b>NOT on Rims.</b> Accepted only at the Metal and Tire Facility.	Delivered under the NC State Tire Program and have accompanying Certificate Required by the State and meet eligibility requirements. Tires must be from Mecklenburg County.	No Charge
Solid Tires from construction/commercial or agricultural machinery or other sources.	Not Accepted	Not Accepted
Dirty Tire Fee	Tires that are coated in mud/dirt or other contaminants may be assessed a separate fee	\$10/ton add fee

- (b) There will be a \$ 5.00 per tire charge for tires commingled in Solid Waste delivered to the Foxhole (Rt. 521) Landfill. The Tire Charge Fee shall be waived if the person who delivers the tire agrees to promptly remove those tires (which they delivered) from the disposal area.

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- (c) Scrap tires will be accepted only at scrap tire collection areas, as designated by the Director.
- (d) Daily Limits or Per Load Limits may be set on the number of tires received at the Tire and Metals Facility by the Director, so that the facility may balance tires in vs. tires out.

#### **Section 5. Yard Waste Fee Schedule**

Yard Waste will be accepted at the County Convenience Center's upon payment of a fee. The following fees shall be charged depending upon the origin of the material and the amount of material delivered:

- (a.) In some material categories, there may be limits on the quantity or types of materials eligible for the Residential Discount. The Residential Discount shall not apply to any contractors or commercial entities that use any County Facility, nor any material delivered in a commercial vehicle, payment with a commercial credit card, or vehicle providing services for hire.
- (b.) All facilities that have scales shall weigh incoming vehicles that are larger than a standard pick-up truck. Flat fees may be used for expedience of processing customers; however, any customer may request a weigh-in; weigh-out for exact calculations; minimum fees shall apply.

#### **(c.) Yard Waste Fee Schedule (Table Below).**

**Yard Fee Waste Schedule**

<u>Vehicle Type</u>	<u>Charge</u>	<u>Charge with Residential Discount Applied Includes Out of County Stickers</u>
(1) Automobiles, vans w/ side windows all seats in, sedans and station wagons & SUV/Crossovers & pickup trucks. Vehicles with less than Five - 32 Gallon Plastic Bags; 6 – Kraft Paper Bags	\$8.00	No Charge



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(2)	<ul style="list-style-type: none"> <li>Vans (No Side Windows)</li> <li>Pickup Trucks (without built-up sides) &amp; loads up to 2' high of brush &amp; limbs.</li> <li>Trailers equal to or less than 10' in length with a load less than 2' high.</li> <li>No logs over 8" in diameter this category.</li> <li>Loaded Pickup with loaded Trailer Equals 2 units.</li> </ul>	\$16.00/per unit	\$8.00/per unit
(3)	<ul style="list-style-type: none"> <li>Pickup Trucks with load greater than 2' high.</li> <li>Trailers greater than 10' in length or with a load greater than 2' high.</li> <li>Logs over 8" in diameter</li> <li>No logs greater than 24" in diameter at Convenience Centers. Max limit 48" at 521 Landfill and Compost Central.</li> </ul>	\$5.45 per cubic yard measured when scales not functional.  <ul style="list-style-type: none"> <li><b>Loads may be weighed in and out to determine fee.</b></li> </ul>	\$3.50 per cubic yard measured <b>when scales not functional.</b>  <ul style="list-style-type: none"> <li><b>Loads may be weighed in and out to determine fee.</b></li> </ul>
(4)	Standard Yard Waste Exceeding capacities herein - all vehicle types weighed.	\$36.00/ton or \$16.00 load minimum	\$36.00/ton or \$8.00 load minimum
(5)	Vehicles hauling ONLY pre-chipped wood materials-NO LOGS	\$18.00/ton \$18 minimum fee	N/A
(6)	Vehicles with less than Five - 32 Gallon Plastic Bags; 6 – Kraft Paper Bags	<b>\$8.00</b> Loads weighing 400 pounds or less.	<b>No Charge</b> Loads weighing 400 pounds or less.
(7)	Bagged Yard Waste (*Fee may be adjusted by the Director for any increased processing or de-bagging costs that occur).	\$37.50/ton	\$37.50/ton

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(8) Vehicles using the scales to determine a weight and then not using the facility for disposal shall pay a \$10 charge.	////////////////////
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**Section 6. White Goods Fee Schedule**

1. Residential White Goods generated within Mecklenburg County will be accepted for processing from **residential sources** at designated County Convenience Center's at no charge.
2. White Goods from commercial entities that contain Freon shall be charged \$10 per unit for Freon removal.
3. Residential White Goods from outside of Mecklenburg County shall be charged a processing fee of \$10 per unit, unless the residential customer has paid the appropriate Non-County Resident Availability Fee and the vehicle displays the corresponding sticker.
4. County may reject commercial loads if greater than system capacity to process such loads.

**Section 7. Solid Waste and Non-County Resident Availability Fees**

Solid Waste from residences located outside of Mecklenburg County may be accepted at Mecklenburg County Waste Convenience Centers upon payment of the Non-County Resident Availability Fee provided that the disposal of such Waste in County Facilities is not inconsistent with provisions contained in any solid waste management plan adopted by the local government within whose jurisdiction the Waste was generated, that the materials are acceptable to the County and the Director deems that satisfactory capacity is available.

After receipt of a Non-County Resident Availability Fee, the County shall issue the Non-County Resident one (1) pass (sticker or decal) to be affixed to a single vehicle, registered to the Non-County Resident, which must be displayed upon entry to any Mecklenburg County Convenience Center to be eligible for a Residential Discount. Non-County Residents that have paid the annual fee shall be eligible for other discounted fees provided for herein, and County facility availability equal to Mecklenburg County residents. Non-County Residential Decals shall not be affixed on any commercial vehicle, and Mecklenburg County shall not honor use for any such decal that has been applied to a commercial, business, or for hire entity.

Non-County Resident Availability fees are also required if Non-County Residents utilize Recycling or Household Hazardous Waste Services (HHW) at Mecklenburg County facilities. In lieu of paying the annual Non-County Resident Availability Fee, a single-use payment according to the schedules herein, may be levied upon any Non-County Resident. Such payment would be applicable for each separate load of Waste, Recyclables or HHW. No business wastes will be accepted under this Section for Waste. Any commercially placarded vehicle shall be deemed to be hauling non-household waste and subject to the other provisions of this Ordinance.

Non-County Residents using Mecklenburg County Convenience Centers shall pay all other fees described herein.

Non-County Residents must purchase and use a Non-County Resident Availability Decal for delivery of Recycling Materials, unless otherwise designated by the Director.

When/if Non-County Residential decals are lost, the customer may notify the Director in writing (email is allowed) stating the circumstance and request a replacement decal. Only one incident per year, per customer will be allowed. Director may deny replacement requests unless appropriate fees are paid.

**Section 8. Convenience Center Bulky Waste, MSW Bags & Construction and Demolition Waste Fee Schedule**

Bulky Waste, MSW & Construction and Demolition Waste will be accepted at the County's Full-Service Convenience Centers upon payment of the following fees:

- (a.) In some material categories, there may be limits on the quantity or types of materials eligible for the Residential Discount. The Residential Discount shall not

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apply to any contractors or commercial entities that use any County Facility, nor any material delivered in a commercial vehicle, or vehicle with commercial ownership or commercial advertising; payment with a commercial credit card; or vehicle providing services for hire.

- (b.) All facilities that have scales shall weigh incoming vehicles that are larger than a standard pick-up truck, including trailers over 10 feet in service capacity. Flat fees may be used for expedience of processing customers; however, any customer may request a weigh-in; weigh-out for exact calculations, however minimum fees shall apply.

**Bulky, MSW, Recycling & C&D Materials - Fee Schedule**

<u><b>Vehicle Type &amp; Material Description</b></u>	<u><b>Standard Charge</b></u>	<u><b>Mecklenburg County Residential Discount Charge</b></u>
<p>(1) a.) Automobiles, vans w/ side windows all seats in, sedans and station wagons, &amp; SUV/Crossovers. One Bulky or C&amp;D Item such as a toilet or One Mattress/bx Spring Less than 5-32 gal Trash Bags</p>	<p><u>Non-residential/Non-Meck County</u></p> <p>Residential: No Out-of-County Sticker Recycling or HHW fee per visit.</p> <p>\$10.00/unit</p> <p>*excludes TV's</p>	<p>No Charge</p>
<p>b) Any Vehicles with the following:</p> <p>Couch, or sofa, or Lay-Z Boy type chair, or 2 mattress/box springs combo, or equivalent sized materials, equivalent size based on <b>more</b> than (2) 96 gal trash cans (except where other prices are noted herein).</p>	<p><u>Non-residential/Non-Meck County</u></p> <p>2 to 5 Bulky Items \$ 18.00/unit 2 to 5 C&amp;D Items \$ 18.00/unit</p> <p>Loads weighing less than 400 pounds this category.</p>	<p><b>No Charge</b>, unless; More than one visit/day = \$15.00 subsequent visits.</p> <p>More than one couch, chair, mattress/box spring bulky = \$15.00/load (Flat Fee)</p> <p>*Flat Fee Limit = pickup truck or 10 ft. trailer. Larger loads weighed.</p> <p>Only Applicable to Mecklenburg County residents or patrons who have paid the Annual Non-County Fee.</p>

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<p>(2)</p> <ul style="list-style-type: none"> <li>Vans No Side Windows or seats removed/down. Any commercial van that may have ladder racks or commercial use.</li> <li>Pickup Trucks (without built-up sides) &amp; loads less than 2' high,</li> <li>Single Axle Trailers 8' or less in length with a load equal to or less than 2' high.</li> <li><b>All units this category less than 3 yd<sup>3</sup> each.</b></li> </ul> <p>Loaded Pickup or Vehicle with a Loaded Trailer Equals 2 units</p>	<p><u>Bulky Waste:</u> \$28.50/per unit</p> <p><u>Construction Demolition Debris:</u> \$43.50/per unit</p> <ul style="list-style-type: none"> <li>Loads may be weighed in and out to determine fee.</li> </ul>	<p><u>Bulky Waste:</u> \$15.00/per unit</p> <p><u>Construction Demolition Debris:</u> \$25.00/per unit</p> <ul style="list-style-type: none"> <li>Loads may be weighed in and out to determine fee.</li> </ul>
<p>(3)</p> <ul style="list-style-type: none"> <li>Pickup Trucks (with built-up sides) and load greater than 2' high.</li> <li>Trailers greater than 8' in length, and any trailer with more than one axle, and/or with a load greater than 2' high.</li> <li>No double-axle trailers</li> </ul>	<ul style="list-style-type: none"> <li>Loads may be weighed in and out to determine fee.</li> </ul> <p>Maximum delivery this category is 10 yd<sup>3</sup></p>	<ul style="list-style-type: none"> <li>Loads should be weighed in and out to determine fee.</li> </ul> <p>Maximum delivery this category is 10 yd<sup>3</sup></p>
<p>(4) All vehicle types weighed</p>	<p><del>\$57.00</del>/ton or \$35.00 load minimum</p>	<p><del>\$57.00</del>/ton or Bulk Waste \$18.00 load min. C&amp;D Materials \$25.00 min.</p>
<p>(5) Not Used</p>		

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(5) Vehicles with Household Trash/Kitchen Trash		
1-5 32-gal bags	\$10	<b>No Charge*</b>
6-15 32-gal bags	\$14	\$10
16-20 32 gal bags	\$18	\$15
Greater than 20 bags \$38.95/ton		*Limit One (1) visit per day. Excess charged at Fee shown above.
(6) Vehicles using the scales to determine a weight and then not using the facility for disposal shall pay a \$10 charge.		

No vehicle with a payload quantity of greater than 3 cubic yards will be accepted at the Convenience Centers for flat-fee, loads larger should be weighed in/out. Maximum capacity of loads is set at 10 cubic yards for Convenience Centers. If vehicle/trailer combination will not fit onto the scale, they must use a Convenience Center that will accommodate the load length. U-Haul type trucks used in moving may be exempted from the size criteria but shall be weighed in and out but must be in the residential category.

Vehicles loaded with loads greater than these capacity limitations shall either utilize the Foxhole (Rt. 521) Landfill and be weighed or be pre-approved to use the Convenience Center by the Director and charged the approved rate at the Convenience Center. Pre-approval shall be in the form of a written request to the Director, and the vehicle must display an Entry Decal, as described in Section 18 herein.

**Section 9. Construction and Demolition Waste & Transfer Fee Schedule**

Construction and Demolition Waste (C&D) and other permitted Solid Waste will be accepted at the County Facilities upon payment of the following fees:

- (a) When the scales/weighing systems are in operation, fees for Construction and Demolition Waste shall be computed as follows:

<u>Vehicle Type</u>	<u>Charge</u>
(1) All commercial vehicles	\$57.00 per ton/or \$35.00 per load minimum
(2) Smaller vehicle types	Shall use the schedule established in Section 8 above or be weighed
(3) Vehicles using the scales to determine a weight and then not using the facility for disposal shall pay a \$10 charge.	

- (b) When the scales/weighing systems are NOT in operation, fees shall be computed on a cubic yard basis determined by the average density of the materials. 845 pounds per cubic yard shall be used for Construction and Demolition Waste, unless otherwise demonstrated in writing to the Director.

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- (c) All persons using the Foxhole Landfill who exit their vehicle on the landfill working-face area shall wear high visibility shirts or vests. The landfill will have vests available for those that do not have such items and the price for each shall be \$6. An added fee of \$125/load may be added for non-compliance.

**“Clean Concrete”** will be accepted at the County’s landfill on US 521 upon payment of the following fees:

<u>Vehicle Type</u>	<u>Charge</u>
(1) All vehicles	\$9.50 per ton

**“Clean loads of Shingles”** will be accepted at the County’s landfill on US 521 when processing capacity allows and upon payment of the following fees:

<u>Vehicle Type</u>	<u>Charge</u>
(1) All vehicles	\$31.00 per ton

**“Clean loads of Drywall & Clean loads of Dimensional Lumber”** will be accepted at the County’s Full-Service Centers when processing capacity allows and upon payment of the following fees:

<u>Vehicle Type</u>	<u>Charge</u>
(1) All vehicles	<del>\$34.50</del> per ton

**“Loads of Mattresses and Box Springs”** will be accepted at the County’s landfill on US 521 when processing capacity allows and upon payment of the following fees:

<u>Vehicle Type</u>	<u>Charge</u>
(1) All vehicles	\$110.00 per ton

**“Material Transfer Fee”** will be applied to materials that are deposited at any County Transfer Station that require hauling to another location for processing/disposal. This fee shall be additive to other fees specified herein.

<u>Vehicle Type</u>	<u>Charge</u>
(1) All vehicles	<del>\$12.00</del> per ton

#### **Section 10. Fees for Sale of Yard Waste Products**

Yard Waste products may be purchased at the County's Yard Waste management facilities upon payment of the following fees, when the following types of products are available:

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<u>Product</u>	<u>Charge</u>
• Brush Mulch (1-29 cubic yards)	\$9.34/yd <sup>3</sup>
• Brush Mulch (30-99 cubic yards)	\$7.46/yd <sup>3</sup>
• Brush Mulch (100+ cubic yards)	\$6.00/yd <sup>3</sup>
• Leaf Waste Mulch (1- 99 cubic yards)	\$4.00/yd <sup>3</sup>
• Leaf Waste Mulch (100+ cubic yards)	\$3.00/yd <sup>3</sup>
• Fill Dirt (1-29 cubic yards)	\$10.00/yd <sup>3</sup>
• Fill Dirt (30-99 cubic yards)	\$8.00/yd <sup>3</sup>
• Fill Dirt (100+ cubic yards)	\$6.00/yd <sup>3</sup>
• Screened Nugget Mulch	\$13.50/yd <sup>3</sup>
• Nugget Waste Mulch	\$9.34/yd <sup>3</sup>
• Select Hardwood Mulch (1-29 cubic yards)	\$13.99/yd <sup>3</sup>
• Select Hardwood Mulch (30-99 cubic yards)	\$12.13/yd <sup>3</sup>
• Select Hardwood Mulch (100+ cubic yards)	\$9.34/yd <sup>3</sup>
• Pallet Mulch (1-29 cubic yards)	\$10.00/yd <sup>3</sup>
• Pallet Mulch (30-99 cubic yards)	\$8.00/yd <sup>3</sup>
• Pallet Mulch (100+ cubic yards)	\$6.00/yd <sup>3</sup>
• Dyed or Colored Mulch (<15 cubic yards)	\$26.00/yd <sup>3</sup>
• Dyed or Colored Mulch (16-95 cubic yards)	\$23.00/yd <sup>3</sup>
• Dyed or Colored Mulch (>96 cubic yards)	\$18.00/yd <sup>3</sup>
• Compost (1-29 cubic yards)	\$18.65/yd <sup>3</sup>
• Compost (30-99 cubic yards)	\$18.00/yd <sup>3</sup>
• Compost (100-499 cubic yards)	\$16.50/yd <sup>3</sup>
• Compost (500-1000 cubic yards)	\$14.00/yd <sup>3</sup>
• Compost (1001-2500 cubic yards)	\$12.50/yd <sup>3</sup>
• Compost (2501-4999 cubic yards)	\$10.50/yd <sup>3</sup>
• Compost (5000 - 8000) cubic yards)	\$ 9.00/yd <sup>3</sup>
• Compost amounts greater than 5K Yards are eligible for a Contract and a negotiated fee	Negotiated Fee
• Unscreened Compost (1-29 cubic yards)	\$10.50/yd <sup>3</sup>
• Unscreened Compost (30+) cubic yards)	\$ 8.50/yd <sup>3</sup>
• Top Soil – Compost Mixed with Dirt	\$28.00/ yd <sup>3</sup>
• Dump truck Delivery Charge (within 25 miles)	\$115.00/load
• Dump truck Delivery Charge (>25 miles <40 miles)	\$125.00/load
• Tractor Trailer Charge (within 25 miles)	\$175.00/load
• Tractor Trailer Charge (>25 miles <40 miles)	\$280.00/load
• Tractor Trailer Delivery Charge (> 40 miles <120 miles)	\$350.00/load

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- Bag Compost 1.0 cu.ft. (1 to 50 bags) \$3.65/bag
- Bag Compost 1.0 cu.ft. (>50 bags) \$3.40/bag
  
- Bag Landscape Mix \$5.50/bag
- Bag Potting Mix \$5.00/bag
- Bag Potting Mix w/fertilizer \$5.50/bag
- Bag Annual Perennial Mix \$3.75/bag
- Bag Perma Soil \$5.50/bag
- Bag Mulch (1.5 cu. ft.) \$2.50/bag
- Screened Drywall \$5.00/ton

- (a) Municipal Partners of Mecklenburg County and Approved Yard Waste Product Hauling Partners shall be charged fees in the 100 yd<sup>3</sup> price category for products offered for sale unless approved by the Director.
- (b) During times of upset conditions of excess yard waste products, the Director may declare an Overstock Situation and allow free or reduced rate distribution of products in this Section herein.
- (c) County employees may receive 1 cu.yd. of any of the bulk materials in this category at no cost once per month after showing a valid County ID. Bagged materials not included.

#### **Section 11. Televisions, Monitors and Electronic Waste**

- (a.) Televisions and Cathode Ray Tube (CRT) monitors shall be accepted from Mecklenburg County residents and Municipal Partner vehicles at Mecklenburg County Household Waste Convenience Centers at no charge, provided that, County residents shall be limited to no more than two (2) televisions or CRT monitors per visit per day.
- (d) Non-County Residents, and any persons engaged in commercial activity shall pay a \$30 fee for each television or CRT.

#### **Section 12. Processing Recycled Material**

The Director may allow jurisdictions and entities to use the Metrolina Material Recovery Facility (MRF) in order to process Recycled Materials that meet the acceptance criteria of the MRF. The rate established for material acceptance, processing and marketing of said materials shall be \$116 per ton. Vendors that deliver unacceptable materials to the MRF may be levied an additional fee of \$250 for delivery of such unacceptable materials per each load of materials.

Materials that are pre-sorted or separated are eligible for a reduced rate that will range between \$50 per ton and \$100 per ton and based upon material type and purity as determined in writing by the Director.

#### **Section 13. Special Handling**

- (a.) At County Facilities, the Director may increase or decrease the fees for Special Wastes, or any Wastes that require special handling, including the products listed

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in Section 2 through 12 herein, based on operational conditions, market changes or any other conditions deemed appropriate in lieu of those set forth in this Ordinance as necessary to remove materials from inventory or to adequately compensate the County for any special handling, processing, removal or disposal.

(b.) Business Recycling Partners participating in an approved program by the County shall pay an annual fee of \$720 for weekly collection to participate in such program. Program participation may be limited due to staff/equipment availability. This fee may be pro-rated by months of service. Participants in this program must abide by a separate service agreement.

1. Businesses that choose to use County operated Recycling Centers for recycling purposes shall annually purchase a sticker that allows use of such Centers pursuant to the Center's availability. The Annual Recycling Use Fee shall be \$125, and prorated to half of this amount at January 1.
2. Any entity that collects curbside recycling in containers (up to 96 gal. in size) from any non-residential source shall pay an annual fee of \$44.50 for each container to the County for the processing of the recyclables if those recyclables are processed by County systems. Collection entity shall notify the Director of location of such containers and place a fee-paid sticker issued by the County on the top of the can.

#### **Section 14. Uncovered/Unsecured Loads**

All of the fees in this Ordinance may be increased by 50% for any and all vehicles that enter County Facilities with an uncovered or unsecured load.

#### **Section 15. Failure to Weigh Out**

Any vehicle that fails to weigh out when required (vehicle tare weight) will have a charge ticket issued based upon 50% of the inbound weight (vehicle gross weight). The vehicle has until the Facility closing time on the date of entry to weigh out.

#### **Section 16. Credit Application**

The Director, or designee, is authorized to accept, review, and approve applications for credit by users of County Facilities, and to provide for periodic billing to frequent users. This shall also include the authority to establish the time periods within which periodic billing must be paid and the authority to apply a 1-1/2% monthly penalty delinquency charge. The Director may waive delinquency charges upon a written request and valid reasoning, generally not more than once annually for any specific organization. Fees for use of the Speedway Landfill shall be billed and collected by the operator of that Landfill unless otherwise provided in the contract between the County and the operator of the Speedway Landfill.

The Director may accept approved surety mechanisms, such as bonds to ensure payment for use of County Disposal Facilities.

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#### **Section 17. Decals**

If an owner or agent of the owner seeks to have a vehicle use County Facilities and does not intend to pay at the time of use, then the vehicle must have an annual or temporary decal issued by the County. A unique, pre-numbered decal will be the method by which the County recognizes customers to be billed for the use of a County owned or operated solid waste facility.

The Director is authorized to charge a \$40.00 fee for each annual decal needed for invoicing each vehicle and a \$10.00 weekly fee for temporary decals. Vehicles owned and registered to municipal entities with signed agreements with Mecklenburg County shall be exempt from annual decal fees. Temporary decals will be issued only as a temporary replacement for existing annual decals for the following reasons: 1) Existing "current" vehicle is under repair or 2) Current decal/vehicle has been disposed of and has not been permanently replaced. Temporary decals/authorization can only be used for a max of 8 weeks. The annual decal must be affixed to the driver's side of the vehicle. The temporary decal must be displayed by the driver to the Fee Collection staff at the solid waste facility. Decals must be kept legible and clean. The County will replace faded or worn decals at no cost. All entities using the Mecklenburg County Tire and Metal Facility shall have an annual decal for each vehicle using the facility and pay the applicable fee prior to using or disposing of tires.

- (a) Non-County Residents who pay a Non-Resident Availability Fee will be issued one entry decal to be used with one vehicle. Such entry decal shall be good for one Fiscal Year period and may be pro-rated for half-cost only after January 1 of each Fiscal Year.
- (b) Mecklenburg County staff may issue other decals or stickers to readily identify vehicles or trailer sizes. These decals or stickers will be issued at no charge but must be displayed on vehicles to use County Facilities after issuance.
- (c) Non-residential entities using County Facilities for waste disposal purposes must register with the Solid Waste Management Program prior to use, and may be issued tags, stickers, or decals that are unique to the equipment or vehicles that are being used to dispose of waste materials. After issuance, the decals, tags, or stickers shall be displayed on vehicles using County Facilities.

#### **Section 18. Authority to Refuse Use of Mecklenburg County Solid Waste Disposal Facilities**

Mecklenburg County personnel, and their agents, shall have the authority to deny service to any person or entity the use of County Facilities in the following circumstances:

- (a) The vehicle does not have the decal identified in this Ordinance;
- (b) The operator of the vehicle refuses to pay the fee required by the fee schedule identified in this Ordinance; or,
- (c) Any person failing or refusing to pay the fees described herein for County Facilities within the times prescribed by the County in the periodic (monthly) billing, may be denied further use of the Facilities for any purpose until such time as all outstanding charges

Effective July 1, 2023

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are paid; or,

(d) The Waste requires special handling and because of operational considerations the County Facility is unable to handle such material at the time the hauler presents it for disposal/processing; or,

(e) The load or any part of the load was generated outside the described geographic area covered by the County Facility's solid waste permit; or,

(f) The Solid Waste is not acceptable under the provisions of any solid waste disposal regulations, not inconsistent herewith, adopted by the County Manager and Director; or,

(g) The Waste is not acceptable to the owner and/or operator of a facility licensed by, or under contractual agreement with, Mecklenburg County; or,

(h) Any person who fails to follow the rules and regulations of the County Facility and/or causes a safety issue that endangers the well-being of employees or other customers; or,

(i) Any person who threatens a County employee, utters racially charged phrases or causes any situation whereby the Police or Security are called to the scene to resolve; or,

(j) Reinstatement requests to use County Facilities shall be made in writing to the Director, Mecklenburg County Solid Waste Management, 2145 Suttle Avenue, Charlotte, NC 28208. If the Director denies further entry, any further appeal will be made in writing to the Waste Management Advisory Board.

#### **Section 19. Violation of Ordinance**

(a) It shall be unlawful for the operator of any vehicle to dispose of any materials in any County Facility covered by the provisions of this Ordinance which the County Facility is prohibited from accepting or disposing of by any applicable federal, State or local law, statute, regulation or ordinance.

(b) It shall be unlawful for the operator of any vehicle to dispose of any materials in any County Facility covered by the provisions of this Ordinance without paying the fee required by this Ordinance.

(c) It shall be unlawful for the operator of any vehicle to misrepresent the origin or place of collection of any Waste presented for disposal or processing. Misrepresentation will be grounds to bar use of the facility unless appropriate fees are paid. Misrepresentation shall have an additional fee of \$250 additive to any disposal fees.

(d) It shall be unlawful for any operator to collect Municipal Solid Waste in Mecklenburg County without registering with Mecklenburg County Solid Waste, paying appropriate registration fees and having their collection vehicles inspected. Any company operating in Mecklenburg County's Unincorporated Areas shall notify the Director of the



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areas and streets where they are collecting Residential Waste in Mecklenburg County and receive a Certificate to Operate from Mecklenburg County Solid Waste for each vehicle.

#### **Section 20. Enforcement**

1. In addition to the County's authority to deny any use of County Facility as provided for in Section 17 above, the County may, at its discretion, take any one or more of the following courses of action to remedy any violation of this Ordinance.

(a) Charge the violator criminally with violation of this Ordinance. Violation of the ordinance is a misdemeanor, and the violator shall, upon conviction, be punished by a fine not to exceed five hundred dollars (\$500.00), or shall be imprisoned for not more than thirty (30) days, for each offense; or

(b) The County may apply to the appropriate court for an injunction and order of abatement in order to require that any violator comply with the provisions of this Ordinance; or

(c) The County shall have the power to collect delinquent accounts by any remedy provided by law for collection and enforcing private debts as provided for in North Carolina General Statute 153A-277(b).

(d) Any person willfully disposing of unacceptable materials at any Solid Waste Facility may be charged an additional service fee for the cost of the County or its agents removing or properly disposing of such items or products equal to the cost of such service.

2. It is hereby declared to be the intention of the Board of Commissioners that the sections, paragraphs, sentences, clauses and phrases for this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining phrases, clauses, sentences, paragraphs, or section of this Ordinance, since the same would have been enacted by the Board of Commissioners without the incorporation in this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

3. This amended and restated Ordinance shall be effective July 1, 2023.

Adopted this \_\_\_\_\_ day of June 2023.

By the Mecklenburg County Board of County Commissioners.



\_\_\_\_\_  
George Dunlap, Chairman

Effective July 1, 2023

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***Ordinance recorded in full in Ordinance Book ---, Document #---***

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**23-0322                      REVISIONS TO THE MECKLENBURG COUNTY AIR POLLUTION CONTROL  
ORDINANCE (MCAPCO)**

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried to revise the Mecklenburg County Air Pollution Control Ordinance.

*Background: MCAPCO provides for the administration and enforcement of an air pollution control program for the protection of the environment and protection of the public health. The ordinance applies throughout Mecklenburg County, North Carolina, including but not limited to all cities, towns, hamlets, and villages, whether incorporated or unincorporated.*

*Revisions have been proposed by Mecklenburg County Air Quality involving adjustments to permitting and compliance monitoring fees found in MCAPCO Regulation 1.5231 - "Air Quality Fees." Notice of the proposed fee revisions was made directly to affected facilities. On April 18, 2023, a public review and comment period was opened by the Board, and a public hearing was held on May 25, 2023. This request is for adoption of the revised fee regulation.*



PROPOSED REVISIONS  
TO THE  
MECKLENBURG COUNTY  
AIR POLLUTION CONTROL ORDINANCE



Proposed Adoption Date  
June 6, 2023

MECKLENBURG COUNTY AIR QUALITY  
2145 SUTTLE AVENUE  
CHARLOTTE, NORTH CAROLINA 28208-5237

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REVISIONS TO THE  
MECKLENBURG COUNTY AIR POLLUTION CONTROL ORDINANCE

Providing for the administration and enforcement of an Air Pollution Control Program in Mecklenburg County,

Be it ordained by the Mecklenburg County Board of Commissioners acting pursuant to authority delegated to it under North Carolina General Statutes Section 143-215.112, and pursuant to authority granted to it by North Carolina General Statutes Section 130A-39 and 153A-77 that the Mecklenburg County Air Pollution Control Ordinance (hereinafter "MCAPCO") providing for the administration and enforcement of an air pollution control program for the protection of the environment and protection of the public health is hereby amended.

This Ordinance, as amended, shall apply throughout Mecklenburg County, North Carolina, including but not limited to all cities, towns, hamlets and villages, whether incorporated or unincorporated.

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SECTION 1: Adoption of County Provisions, Regulations and Procedures  
of the Air Pollution Control Ordinance

The following regulation as set forth in the Appendix is hereby adopted, thus becoming a part of MCAPCO as fully as if set out verbatim herein, and any of said regulation previously adopted is replaced thereby:

***1.5231 "Air Quality Fees"***

A copy of the amended portions of the above regulation is in the attached Appendix. The Appendix shows changes with dashed lines through words which have been deleted and with lines under words which have been added.

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**SECTION 2: Codification**

In order to further the administration of and compliance with this Ordinance, the Director is hereby authorized and directed to reorganize and codify this Ordinance, as amended, in a logical form and sequence in a single document. In so doing, the Director, at his discretion, shall have the authority:

- a. to set out in full any provisions of the State Air Quality Rules adopted and incorporated herein by reference (including to appropriately "localize" terms in such State Rules to make them applicable at the County level); and/or
- b. to merely cite any applicable State Air Quality Rules by reference, provided the general topic covered by any State Rule so cited by reference is reasonably identified by a heading in the codified version of this Ordinance and a complete copy of such State Air Quality Rules is attached to and made a part of such codified version.

As part of such re-codification, the Director shall make such revisions as are necessary to correct typographical and syntactical errors contained in the Articles amended hereby. Provided, in reorganizing and codifying this Ordinance, as amended, pursuant to this section, the Director shall not have the authority to make any substantive changes to this Ordinance, as amended. In the event of any ambiguity in the codified Ordinance or any conflict between the provisions of this Ordinance, as amended, and the provisions of any such codification, the provisions of this amendment as herein enacted shall control.

A copy of the MCAPCO, incorporating the portions amended hereby, as codified, will be kept on file in the Office of the Clerk of the Superior Court of Mecklenburg County, the Office of Mecklenburg County Air Quality, and the Office of the Clerk to the Mecklenburg County Board of Commissioners.

**SECTION 3: Effective Date**

This amendment and all Regulations referenced herein shall be effective June 6, 2023, except as otherwise provided therein.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Mecklenburg County Board of Commissioners.

Approved as to form

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

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

***Ordinance recorded in full in Ordinance Book ---, Document #---***

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**23-0339      LAND USE AND ENVIRONMENTAL SERVICES AND FIRE MARSHALL  
FEE ORDINANCE**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to approve amendments/updates and fee changes to the Land Use and Environmental Service Fee Ordinance.

*Background: The current Fee Ordinance adjustments are per the Code Enforcement division's realignment, industry standards, and the Accela technology platform. The following fee adjustments will align with the service level demands and requirements.*

- *Professional Service*
- *Special Events*
- *Meck SI- Special Inspections Program*
- *Fire Marshall Fire Plan Review and Inspections*
- *Notice of Violation Adjustments (NOV)*

*The Building Development Commission (BDC) has reviewed the suggested changes and approved these items on 2.2.23. These changes are effective July 1, 2023.*

MECKLENBURG COUNTY GOVERNMENT

# FEE ORDINANCE

Land Use and Environmental Services

**Revised:**  
**1006, 2023**  
May 15, 2020  
June 4, 2019  
July 1, 2017  
July 6, 2016  
June 02, 2015  
July 1, 2014  
May 20, 2013  
November 5, 2012  
June 5, 2012  
June 21, 2011  
June 7, 2011  
May 17, 2011  
May 5, 2010  
April 21, 2010  
March 16, 2010  
June 16, 2009  
December 9, 2008  
May 16, 2008  
January 17, 2008  
December 26, 2007  
June 21, 2007  
February 26, 2007  
August 21, 2006  
June 19, 2006  
November 1, 2005  
November 11, 2004  
August 24, 2004  
July 1, 2004  
January 29, 2004  
June 4, 2003  
October 3, 2002  
July 18, 2002  
June 25, 2002  
May 14, 2002  
April 30, 2002  
February 6, 2001  
January 3, 2001  
June 20, 2000  
April 18, 2000  
January 5, 2000  
September 27, 1999  
June 7, 1999  
March 3, 1999  
May 13, 1998



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#### ***BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA THAT:***

The Mecklenburg County Land Use and Environmental Services Fee Ordinance as adopted on March 12, 1996 is amended to read as follows:

#### **SECTION I.**

##### **Land Development Fee Schedule**

For jurisdictions requiring engineering review and site inspections by Mecklenburg County staff:

**Conceptual/sketch plan review (commercial and residential):**  
**\$2,200.00**

**Small Commercial Projects –Construction (less than 1 denuded acre):**  
**\$4,500.00**

Plan review and construction inspection for storm drainage, water quality, erosion control, driveway permits, and covenants for sites of less than one denuded acre and less than 20,000 SF impervious surfaces

**Large Commercial Projects –Construction (more than 1 denuded acre or Post Construction Control Ordinance is applicable):**

**\$9,300.00 + \$1,000.00/denuded acre above 5 acres**

Plan review and construction inspection for storm drainage, water quality, erosion control, driveway permits, and covenants

##### **Subdivision Projects:**

Based upon denuded acreage of project, the fees are calculated using the Base Fee plus the Denuded Acreage Fee shown below:

<b>Project Size (denuded acres)</b>	<b>Base Fee (\$)</b>	<b>Additional Denuded Acreage Fee (\$/denuded acre)</b>
<b>≤ 10 acres</b>	<b>\$16,200.00</b>	<b>\$1,050.00 below 10 acres</b>
<b>&gt;10 acres and ≤ 25 acres</b>	<b>\$26,700.00</b>	<b>None</b>
<b>&gt; 25 acres</b>	<b>\$26,700.00</b>	<b>\$500.00 above 25 acres</b>

Plan review and construction inspection for storm drainage, water quality, erosion control, street design, construction inspection of streets, driveway permits, and covenants

**Record Plat Review:**  
**\$1,500.00**

**NOTE: \* - The customer will have the option to pay for plan review related services at plan submittal (70% of the total fee) and the remaining balance (30% of the total fee) at plan approval.**

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#### **Public Projects:**

**\$4,600.00 + \$1,000.00/denuded acre**

For projects receiving erosion control permits from NCDENR

Plan review and construction inspection for storm drainage, water quality, driveway permits, and covenants

#### **Charges for Limited Permits:**

**\$620.00/denuded acre** Erosion Control permit only

#### **Charges for As-Built Surveys**

**\$740.00** As-Built Survey – Storm drainage

**\$1,100.00** As-Built Survey – BMP

#### **Charges for Revisions:**

**\$970.00** Minor changes to approved plans\*

**\$1,800.00** Major changes to approved plans

**\$740.00** Revisions to approved plans

#### **Bond Fees**

**\$1,200.00** Posting of a New Surety

**\$1,200.00** Renewal of a Surety

**\$1,200.00** Reduction of a Surety

**\$1,200.00** Replacement of a Surety

**\$1,200.00** Release of a Surety

**\$530.00** Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

**\*Examples of minor changes are ones that effect: less than an acre, two lengths of storm drainage pipe, one floodway cross-section, or two single-family lots.**

#### **Re-Review Fee:**

**\$110.00/hour**

Re-Review fees will be charged as follows:

#### **Program Scope:**

Any project will be allowed two, three, or four review cycles within the basic fee structure as described in the table below. (Herein, a "project" is defined as any scope of work requiring Plan Review. Any project exceeding the specified number of reviews would be subject to re-review fee as described below.

- Reviews will be performed on an hourly basis and payment made as described below.
- An appeal process will be available to professionals or other customers who believe Plan Review turn-downs were not justified.

#### **Re-Review Fee:**

The fee will be charged on any project for each Plan Review beyond the number of reviews specified in the table below. The Re-Review Fee would be in addition to any permit fee, expedited fee, or other permit charge. The Re-Review Fee will be paid by the Lead Project Designer prior to plan approval.

#### **Definition:**

Where the term "Lead Project Designer" is used, it refers to the following:

- 1) The seal holding engineer or land surveyor on a project shall be responsible for all re-reviews required and all related re-review fees.
- 2) If a project has no engineer or land surveyor, the owner's contractor shall be responsible for all re-reviews required and all related re-review fees.

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#### **Appeals Process:**

Where disagreements occur on review comments or interpretations, impacting a project's review status, an appeal will be available. Appeals will be directed to the Lead Project Manager, who, when necessary, will consult the Land Development Program Manager of the issue in question. Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the review rejection date. An appeal decision will be made within 10 working days of receiving the written appeal.

For project reviews beyond the specified review cycles listed below (The Re-Review Fee would be in addition to any land development fee and will be paid by prior to project approval):

Review Type	Cycle Number above which hourly review rate applies
As-Built	3
Concept	2
Erosion Control Only	2
Small Commercial	3
Large Commercial	3
Subdivision	4
Major Revision	2
Minor Revision	2
Plat	2
Plat Revision	2
Public Projects	3

#### **Re-Inspection Fee:**

**\$370.00 per Inspection**

Re-inspection fees apply as follows:

#### **Program Scope:**

Re-Inspection fees apply to each re-inspection when:

- A re-inspection is required because an owner, owner's representative or contractor schedules an inspector to be present for a Land Development inspection and staff arrive on-site but fail the inspection because the site is not ready for the inspection,
- A re-inspection is required by an owner, owner's representative or contractor after two (2) consecutive failed inspections of the same roadway segment,
- A re-inspection is required because an owner, owner's representative or contractor fails to perform corrective actions within 30 calendar days of a field mark-up of infrastructure, or
- A re-inspection is requested by an owner, owner's representative or contractor that involves a Land Development, Zoning or Erosion Control inspection prior to a bond being secured because additional work was completed after the initial inspection.
- Fee applies to each re-inspection.
- An appeal process will be available to owners, or owner's contractors who believe re-inspection fees are not justified

#### **Appeals Process:**

Appeals will be directed to the Supervisor, who, when necessary, will consult the Land Development Program Manager of the inspection in question. Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the inspection failure date or request date. An appeal decision will be made within 10 working days of receiving the written appeal.

The Re-Inspection Fee would be in addition to any land development fee and will be paid by prior to the owner, or owner's contractor receiving a re-inspection:

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Fees must be submitted to Land Development Services for plans to be accepted for review. Checks are to be payable to Mecklenburg County.

#### **Expedited Plan Review Fees**

Eligibility and Level Assessment		
	\$100.00	Work with Towns and estimate time required to perform review
Level 1	\$500.00	
Level 2	\$1,500.00	
Level 3	\$3,000.00	
Level 4	\$5,500.00	

The Town of Huntersville provide its own land development services; therefore, Huntersville charges separate land development fees.

#### **Zoning Fee Schedule**

For jurisdictions requiring zoning review, permitting, and site inspections by Mecklenburg County staff:

##### **Sign Permits:**

**\$ 160.00** for signs less than or equal to 100 square feet

**\$ 220.00** for signs greater than 100 square feet

##### **Zoning Use Permits:**

**\$160.00**

##### **Single-family Residential Permits:**

**\$20.00**

**Zoning Commercial Plan Review Fee** - Fees to be charged in the unincorporated County, Towns of Matthews and Pineville based upon the total construction cost of the project:

Total Construction Cost	Zoning Fee
\$1 to \$3,000	\$50.00
\$3,001 to \$50,000	\$110.00
\$50,001 to \$100,000	\$420.00
\$100,001 to \$1,000,000	\$890.00
Over \$1,000,000	\$1,050.00

**Zoning Commercial Plan Review Fee** - Fees to be charged in the Towns of Cornelius and Davidson based upon the total construction cost of the project:

Total Construction Cost	Zoning Fee
\$1 to \$3,000	\$30.00
\$3,001 to \$50,000	\$50.00
\$50,001 to \$100,000	\$210.00
\$100,001 to \$1,000,000	\$440.00
Over \$1,000,000	\$520.00

The Towns of Mint Hill and Huntersville provide their own zoning services; therefore, Mint Hill and Huntersville set their own zoning fees.

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#### **Individual Floodplain Development Permit (IFDP) Fee Schedule**

For jurisdictions requiring floodplain permitting by Mecklenburg County staff: Fees must be submitted to Mecklenburg County for an IFDP Application to be accepted for review. Checks are to be made payable to Mecklenburg County.

##### **Fee Information:**

- Fee Charges apply to projects with proposed development within the limits of the Community Special Flood Hazard Area "Floodplain".
- Activities listed below that meet the criteria for a General Floodplain Development Permit are not charged a fee.
- Fee Charges for projects involving multiple activities in multiple areas of the floodplain are assessed a single fee in the highest applicable category.
- Phased projects submitted under a single application will be charged a new fee for each phase requiring a separate review.
- Projects owned and funded by local governments within Mecklenburg County are exempt from Fee Charges.
- Expired IFDP Applications and Permits will require a new Application and a new Fee Charge will apply.
- Fee Charges for IFDP Applications submitted after development activities have commenced, will be doubled due to additional staff time investigating and reviewing the violation.

<b>\$540.00</b>	<b>Minor Floodplain Impact</b> <b>Between the Community Encroachment Line and the Community Flood Fringe Line (Community Flood Fringe Area)</b> <ul style="list-style-type: none"> <li>• New Habitable Building (building only)* - Residential Parcel-Single lot/Single building &amp; Commercial Parcel-Single lot/Single building</li> <li>• Other Development (Land/Site Development) – Residential Parcel-Single lot/Single building &amp; Commercial Parcel-Single lot/Single building</li> <li>• Other Development (non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)* - Commercial Parcel-Single lot/Single building</li> </ul>
<b>\$2,600.00</b>	<b>Minor Encroachment Study</b> <b>Between the creek centerline and the Community Encroachment Line (Community Encroachment Area)</b> <ul style="list-style-type: none"> <li>• New Habitable Building (building only)* - Residential Parcel-Single lot/Single building</li> <li>• Lateral Additions to existing building – Residential Parcel-Single lot/Single building</li> <li>• Other Development (Land/Site Development)-Residential Parcel-Single lot/Single building</li> <li>• Other Development (bridge/culvert crossing, non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)*- Residential Parcel-Single lot/Single building</li> </ul>
<b>\$1,200.00</b>	<b>Major Floodplain Impact</b> <b>Between the Community Encroachment Line and the Community Flood Fringe Line (Community Flood Fringe Area)</b> <ul style="list-style-type: none"> <li>• Other Development (Land/Site Development)-Residential Subdivision-Multi-lot or Multi-buildings &amp; Commercial Subdivision-Multi lot or Multi-buildings</li> <li>• Other Development (non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)* - Residential Subdivision-Multi-lot or Multi-buildings &amp; Commercial Subdivision – Multi-lot or Multi-buildings &amp; Other Use (Non-Residential/Commercial)</li> </ul>
<b>\$6,200.00</b>	<b>Major Encroachment Study</b> <b>Between the creek centerline and the Community Encroachment Line (Community Encroachment Area)</b> <ul style="list-style-type: none"> <li>• New Habitable Building (building only)* - Commercial Parcel-Single lot</li> </ul>



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- Lateral Additions to existing building – Commercial Parcel-Single lot
- Other Development (Land/Site Development, bridge/culvert crossing, non-habitable building-shed/garage, fill/landscaping, infrastructure-utilities, storm water, sewer, roads)\* – Residential Subdivision-Multi lot & Commercial Parcel-Single lot & Commercial Subdivision-Multi lot & Other Use (Non-Residential/Commercial)

\* For standalone activities that are not clearly included in another IFDP Application

### **Additional Charges for Other Reviews:**

<b>\$6,200.00</b>	<b>Community Letter of Map Revision (CoLOMR)</b> (Fee applies only if a FEMA LOMR is not required)
<b>\$2,300.00</b>	<b>Levee</b> (Levee/Floodwall Review)
<b>\$ 250.00</b>	<b>Minor Revision to an Approved Floodplain Development Permit</b> (Minor revisions are changes to the plans that do not require another full review of the proposed development. Major revisions will require either a full re-review or a new IFDP application, and a new fee charge will apply.)

## **SECTION II.**

### **A. PERMIT FEES**

At the department's discretion, 25% of fees may be required at the time plans are submitted for review. The permit fee plus the plan review fee shall equal the fee calculated above; the permit fee can therefore be more or less than the above schedule, depending upon the fee paid when the plans were submitted for review.

*Note: Effective July 1, 2010, on commercial projects only; the permit fee increased by 5% to support technology development. This increase will expire on June 30, 2014, unless extended by the Mecklenburg County Board of Commissioners. Funds from this increase will be held in a separate account in the Mecklenburg County Technology Fund and dedicated to Code Enforcement's development of technology supporting commercial projects.*

### **Permit Fees**

- **Total Construction Permit Value:** is the higher of (i) the construction permit value as determined by the owner or the owner's agent; or (ii) the construction permit value calculation made using the building valuation data being used by the Department at the time application is made for the permit. Construction permit value shall include all project costs, other than land, including all site and building improvement labor and materials, contractor fees and design professional fees.
- All equipment cost, including the owner provided equipment shall be included in "Total Construction Permit Value". For projects having individual pieces of equipment costing \$500,000.00 or more, the equipment cost will be included in the "Total Construction Permit Value" on the basis of an amount equal to \$500,000.00 plus 20% of equipment cost in excess of \$500,000.00.

**Required Permits:** At a minimum, a permit will be required for each Certificate of Occupancy (CO) issued space. At its discretion, the Department may require complex projects to be permitted in increments (footing/foundation, steel, shell, core, etc.) representing the method and cost of Department service. Construction permit value will be allocated *proportionately* to each permitted space or building component and must meet or exceed the construction permit value determined by use of the Building Valuation Data noted above.

**Note:** Permit fees shall be as determined by the following schedule, or as required by notes a, b, c, d, e, and f; whichever is greater.

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1. <u>Total Construction Permit Value/Permit</u>	<u>Fees</u>
\$1 to \$3,000	\$59.70 Minimum Fee-Projects not requiring plan review
\$1 to \$7,001	\$79.61 Minimum Fee-Commercial Projects requiring plan review
\$3,001 to \$50,000	\$59.70 plus \$12.19 per \$1,000 or part over \$3,000
\$50,001 to \$100,000	\$632.57 plus \$5.49 per \$1,000 or part over \$50,000
\$100,001 to \$150,000	\$907.12 plus \$5.93 per \$1,000 or part over \$100,000
\$150,001 to \$250,000	\$1,203.52 plus \$4.59 per \$1,000 or part over \$150,000
\$250,001 to \$1,000,000	\$1,662.37 plus \$5.05 per \$1,000 or part over \$250,000
\$1,000,001 to \$10,000,000	\$5,445.74 plus \$2.64 per \$1,000 or part over \$1,000,000
Over \$10,000,000	\$29,214.74 plus \$1.35 per \$1,000 or part over \$10,000,000

**Note a:** For projects with a total construction permit value of less than \$100,000, all renovation/alteration projects, and "Upfit" projects, both commercial and residential, to be charged \$79.61 per trade (BEMP), plus \$.12 per square foot for building trade and \$.08 per square foot for each involved electrical, mechanical or plumbing trade.

- Where "square foot area" shall mean the area of the room or space in which the renovation/alteration occurs.

**Note b:** Commercial permits not requiring plan review to be charged on a per trade (BEMP) basis; 1 trade at \$59.70, 2 trades at 2 x \$59.70, etc.

**Note c:** Commercial permits requiring plan review to be charged on a per trade (BEMP) basis; 1 trade at \$79.61, 2 trades at 2 x \$79.61, etc.

**Note d:** For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, refer to Section II, Part D, item 49.1 of this Fee Ordinance for the permit and inspection fee structure.

**Note e:** For new construction of residential single-family detached dwellings designated as affordable housing (defined as 1,500 or less heated square feet), there is a price break as an incentive to build. Affordable housing projects calculate the construction permit value at \$52 per heated square foot and \$26 per unheated square foot.

**Note f:** There will be a \$2.00 technology surcharge on each permit to support GIS-related technology support.

**NOTE: Additional Zoning Fees may apply. See fee schedule.**

#### 1.1 High-Rise Residential Construction Permitting Fee Option:

At the Director's discretion, the Department may offer a High-Rise Residential Construction Permitting Fee Option, available to all projects meeting the project eligibility definition listed below. The fee option will be publicized by the Department.

- **Project eligibility:** Projects must be high-rise construction (as defined in the NC Building Code), a minimum of 51% residential unit floor area, have only one project general contractor, and have only one project lead registered design professional firm.
- **Other option requirements and limitations:**
  - The permit fee will be paid as a lump sum at project start, with unlimited permits issued thereafter, but not less than 1 permit for each CO issued space.
  - Applicant must select this option before the permits are issued.
  - If this option is not selected, projects will permit by the Total Construction Cost per Permit/Fees schedule listed above.
  - Only charges will be issued under "14. Disapproved Inspections" section of this ordinance. No credits will be issued.
  - The Department may periodically add other appropriate option requirements after publicizing the same program users.

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- **High-Rise Residential Construction Permitting Fee Option Calculation:** The sum of a) Permit fee based on the project's total construction cost and the Total Construction Cost Per Permit/Fees schedule listed above, plus b) any added service fees (fast track permitting, Express Review, Added Code Enforcement Services, etc.), plus c) a charge to recover the Department's "high-rise residential construction cost of service per residential unit" [\$425 per residential unit as of February 2007].
  - The Department's "high-rise residential construction cost of service per residential unit" shall be periodically evaluated and adjusted to reflect the Department's cost for plan review and inspections per residential unit, with calculations to be based on the average inspector or plan reviewer's annual compensation (respectively), divided by 1675 average available hours/year, times a Department overhead multiplier (plan review at 1.73, inspections at 1.81).

#### 1.2 Mega Project Permit Fees

Any project defined as a "Mega Project" in the Building-Development Ordinance will incur a two-part permit fee charge.

#### Fee Schedule

The Mega Project permit fee will consist of the total of the following: Part 1) the fee schedule outlined in Part A) PERMIT FEES. Part 2) the project will pay for plan review services by the hour. See item B.6 of the LUESA Fee Ordinance.

#### 2. Mobile Homes

\$35.00 per trade

#### 3. Building/Structure Move Off

\$100.00 *(Including applicable NESHAP notification.)*

#### 4. Demolition Permit

Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility. For the permit, add the "Additional" fee to the "Per Structure" base for each structure with more than the NESHAP regulated amount of asbestos-containing material (RACM).

<u>Size – Square Footage</u>	<u>Per Structure</u>	<u>Additional</u>
Less than 500	\$122.00	\$ 0.00
500 to 4,999	\$486.00	\$365.00
5,000 to 9,999	\$729.00	\$365.00
10,000 and above	\$911.00	\$365.00

#### 5. Renovations

Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of Regulated Asbestos-Containing Material (RACM) from a facility component.

For all renovations in which a NESHAP regulated quantity of RACM is to be stripped, removed, dislodged, cut, drilled, or similarly disturbed (including applicable NESHAP notification.)

\$365.00

#### B. PLAN REVIEW FEES

Plan Review Fees are assessed when plans are submitted for permit issuance, resubmission of disapproved plans, "fast track" projects, and re-stamping of lost plans.

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#### 1a. Plan Review

Where the owner's representative schedules plan review time through the Department's OnSchedule program, and subsequently determines they will not use those hours, they must cancel the appointment no less than 5 workdays in advance. Should the owner's representative cancel less than 5 workdays before the appointment, fails to pass through Gatekeeping, or otherwise fails to submit drawings for the appointment as required, the owner will be charged for the scheduled unused review hours at the rate of \$145/hour per trade.

#### 1b. Plan Review for OnSchedule Projects and Abandoned Plans

All OnSchedule projects, other than CTAC or Mega Projects, are required to pay full permit fees on or before permit application (that is, before commencing Plan Review) by either of the following methods.

- The owner holds an account with Mecklenburg County Code Enforcement, secured by a bond. The account will be charged the full permit fee amount at the time of permit application.
- Or, the owner will deliver payment in full for the full permit fee on or before the time of permit application.

In either case, if a project is abandoned, as defined in the Building-Development Ordinance, the Department will calculate the cost of Plan Review, based on the actual discipline hours expended on the related project review, at a rate of \$145 per discipline hour. The Plan Review cost will be subtracted from the original permit fee amount and the owner will receive a credit or refund for the balance.

#### 1b1. CTAC Abandoned Projects

If CTAC projects are abandoned, the Department will calculate the cost of Plan Review, based on the actual discipline hours expended on the related project review, and charge the applicants account accordingly, or issue an invoice for same. This charge shall not exceed the cost of the original permit fee.

- 1c. For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, refer to Section II, Part D, item 49.1 of this Fee Ordinance for the plan review charges."

#### 2. Third and Subsequent Reviews

Re-Review fees will be charged as follows:

##### Program Scope:

Any project will be allowed two reviews within the basic permit fee structure. (Herein, a "project" is defined as any scope of work requiring Plan Review for a permit or group of permits to be issued.)

- Exception 1: Sheets revised in total after the first review or re-issued will be subject to a re-review fee as described below.
- Exception 2: Revisions to approved plans after the permit is issued will be subject to a re-review fee as described below.

Any project exceeding two reviews would be subject to re-review fee as described below.

- Reviews will be performed on an hourly basis and payment made as described below.
- An appeal process will be available to professionals or other customers who believe Plan Review turn downs were not justified.

##### Re-Review Fee:

A fee of \$145/hour per trade hour will be charged on any project for each Plan Review beyond the second review. The Re-Review Fee would be in addition to any permit fee, fast track fee, CFD fee, or other base permit charge. The Re-Review Fee will be paid by the Lead Project Designer prior to permit issuance.

##### Deposit Requirement:

Upon submittal for the 3<sup>rd</sup> or subsequent Plan Review, the Department may check the plans to



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estimate the required scope of the review and, at its discretion, require a deposit from the Lead Project Designer based on the estimated hours for the review. Final cost of the re-review will be based on the actual hours expended, with any difference being charged or credited to the Lead Project Designer accordingly.

#### **Definition:**

Where the term "Lead Project Designer" is used, it refers to the following:

- 1) The seal holding architect on a project shall be responsible for all discipline re-reviews required and all related re-review fees.
- 2) If the project has no architect, the seal holding engineer with the greatest construction value shall be responsible for all disciplines re-reviews required and all related re-review fees.
- 3) If a project has no architect or engineer, the owner's contractor shall be responsible for all discipline re-reviews required and all related re-review fees.

#### **Appeals Process:**

Where disagreements occur on code interpretations, impacting a project's review status, an appeal will be available. Appeals will be directed to the Commercial Permits Code Enforcement Manager, who, when necessary, will consult the Code Administrator of the issue/discipline in question. Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the review rejection date. An appeal decision will be made within 10 working days of receiving the written appeal.

### **3. "Fast Track" Administrative Fees**

Permits for construction which involve Plans Review and which have been requested to be processed under the "Fast Track" guidelines will be charged an additional fee as follows. The fee is to be collected at permit issuance.

<b><u>Total Construction Cost</u></b>	<b><u>Fee Schedule</u></b>
\$250,000 or less	\$500.00
\$500,000 or less	\$600.00
\$750,000 or less	\$700.00
\$1,000,000 or less	\$800.00
\$2,000,000 or less	\$900.00
\$3,000,000 or less	\$1,050.00
\$4,000,000 or less	\$1,200.00
\$5,000,000 or less	\$1,350.00
Over \$5,000,000	\$1,500.00

### **4. Restamp Lost Approved Plans**

Plans to be maintained at the construction site \$15.00 per plan

### **5. Express Plan Review Fees:**

- a) Application Fee (to be credited to review fee, non-refundable if review cancelled) \$100.00
- b) Renovations and Upfits \$1,200.00 per hour
- c) New Construction and Additions \$1,500.00 per hour

### **6a. Mega Project Hourly Plan Review Charge**

Any project defined as a "Mega Project" in the Building-Development Ordinance will pay for Plan Review services by the hour. This will include all preliminary reviews, all cycles of permit plan review, and any reviews for revisions to approved plans (RTAP).

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process, on any review cycle (preliminary, RTAP, 1<sup>st</sup> cycle, 2<sup>nd</sup> cycle, etc.).

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#### 6b. OnSchedule Hourly Plan Review Charge

All OnSchedule projects, other than CTAC, with total construction cost greater than \$1,000,000 will pay for Plan Review services by the hour. This will include all cycles of the permit plan review, and any reviews for revisions to approved plans (RTAP).

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process, on any review cycle (preliminary, RTAP, 1<sup>st</sup> cycle, 2<sup>nd</sup> cycle, etc.).

#### 6c. OnSchedule Plan Review Charge in Connection with Project Value Engineering

Any OnSchedule project, including CTAC, requiring Plan Review services in support of value engineering will pay for Plan Review services by the hour.

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process.

#### C. SIGNS AND BILLBOARDS

##### 1. Sizes

a) Less than 100 square feet

See Land Development Fee Schedule in Section I

b) More than 100 square feet

See Land Development Fee Schedule in Section I

#### D. OTHER FEES AND CHARGES

##### 1. Airports, Heliports and Helitops

~~\$100.00~~ \$150.00

##### 2. Appliance/Equipment Change Out:

In multi-family (apartment or condominium) residential units, townhouse and SF residential units:

- o replacing kitchen appliances, water heaters or heating/cooling equipment units requiring 2 trade permits among mechanical, electrical, plumbing
- o hot water heaters limited to less than 50 gal. or 5500 watts input for electric and 50 gal. or 55,000 BTU for gas.

Total permit fee (both trade permit fees combined) of 1.5 X the minimum permit fee, if the permit is issued by the Trades Internet Permit (TIP) automated process.

- Change out permits issued by means other than TIP will be charged 2 times the maximum permit fee.

##### 3. Blasting Permit

~~\$200.00 each~~ \$270.00 each

##### 4. Bonds

- (a) Bonds required to cover payment of fees and charges: Before any person, firm or corporation shall engage in construction, installation, maintenance, alteration or repair for which a permit is now or may hereafter be required, such person, firm or corporation shall give bond as follows: The applicant shall file with the Agency a continuous surety bond in such amount as set forth in Section II (D-5) of this Ordinance or in an amount sufficient to guarantee payment of all fees and other charges required by this ordinance. The surety may cancel the bond only if it gives the Agency 30 days' notice in writing of its intention

##### Minimum Bond Amount:

\$1,000 for County only  
\$2,000 for City or City and County



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to cancel. The Director of Code Enforcement may issue a permit without bond to the owner of a residence.

- (b) Bonds required to do work within municipalities: In addition to the above requirements concerning bonds required to cover payment of fees and charges, upon request from the governing board of any municipality within Mecklenburg County subject to the Mecklenburg County Land Use & Environmental Services Fee Ordinance, the Agency will require that the applicant shall file with the Agency a continuous surety bond in such amount as set forth in Section II (D-5) of this ordinance on a form approved by the County Attorney to indemnify the municipality against loss in any manner whatsoever in the performance of the duties imposed by the Ordinances of the municipality or for any damage to sewer or water pipes or streets or sidewalks in the municipality. The surety, upon 30-day notice of intention to cancel, may cancel bond.

#### Exceptions:

1. Bond shall not be required for minor work to be performed by the property owner when such work does not exceed \$2,000.
2. Bond shall not be required in connection with a permit issued to the owner-occupant of a single-family dwelling for repairs, alterations or extension of that building or its accessory building, nor for construction or erection of its accessory building when such work does not exceed \$30,000.

<b>5. Bowling Pin and Bowling Alley Resurfacing/Refinishing</b>	\$100.00 each
<b>6. Burning Permit</b>	<del>\$100.00 each</del> \$150.00
<b>7. Certificates of Occupancy</b>	\$10.00 each
<b>8. Change of Address:</b>	
a) Detached Single Family or Duplex	\$10.00 each
b) Multi-Unit Buildings	\$5.00 per unit
<b>9. Change of Contractor:</b>	
a) Commercial, Detached Single Family or Duplex	No Charge
b) Multi-Unit Buildings	No Charge
<b>10. Change of Use</b>	See Land Development Fee Schedule in Section I.
<b>11. Code Books</b>	Not Applicable
<b>12. Copies of Contractor Monthly Activities/Statements</b>	\$0.10 per page

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#### 13. Disapproved Inspections

The re-inspection fee structure is based on an evaluation of each project with regard to the project code defect rate (failed inspections/total inspections for all disciplines), at project completion or issuance of the Certificate of Occupancy (CO) \*or Temporary Certificate of Occupancy (TCO), whichever occurs first. The projects code defect rate is compared to the Percent Fee Adjustment Schedule and, prior to issuance of the CO, or following the final inspection, either a charge or credit would be calculated based on the original permit fee and applied to the general contractor's account.

1. Small projects (less than or equal to a \$200 permit fee or \$20,000 construction permit value)
  - Charges: by percentage on fee adjustment schedule
  - Minimum charge: not less than \$25 per permit
  - Maximum charge: no maximum
  - Credits: no credits given
2. Large Projects (greater than a \$200 permit fee and \$20,000 construction value)
  - Charges: by percentage on fee adjustment schedule
  - Minimum charge: no minimum
  - Maximum charge: not more than \$90 per failed inspection
  - Credits: to be credited as follows;
    - Credit = (a-b) X \$90, where
    - "a" is 20% of total inspections
    - "b" is the number of inspections failed
    - Difference times \$90 per saved inspection

Where Part D section 48.3 and Part D section 48.4 of this ordinance apply, there will be no disapproved inspection charges or credits.

#### Fee Schedule

The Percentage Fee Adjustment Schedule is as follows:

Code Defect Percentage of Failure

(< or = to) % of Failure/Permit Fee Adjustments

<b>COMMERCIAL: 10% Cap</b>		<b>RESIDENTIAL: 15% Cap</b>	
<b>Percentage of Failure</b>	<b>Permit Fee Adjustment</b>	<b>Percentage of Failure</b>	<b>Permit Fee Adjustment</b>

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0	(10)	0	(15)
1	(9)	1	(14)
2	(8)	2	(13)
3	(7)	3	(12)
4	(6)	4	(11)
5	(5)	5	(10)
6	(4)	6	(9)
7	(3)	7	(8)
8	(2)	8	(7)
9	(1)	9	(6)
10	0	10	(5)
11	0	11	(4)
12	0	12	(3)
13	0	13	(2)
14	0	14	(1)
15	0	15	0
16	1	16	1
17	2	17	2
18	3	18	3
19	4	19	4
20	5	20	5
21	6	21	6
22	7	22	7
23	8	23	8
24	9	24	9
25	10	25	10

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26	12	26	12
27	14	27	14
28	16	28	16
29	18	29	18
30	20	30	20
31	22	31	22
32	24	32	24
33	26	33	26
34	28	34	28
35	30	35	30
36	32	36	32
37	34	37	34
38	36	38	36
39	38	39	38
40	40	40	40

The new re-inspection schedule will be applied to all projects, large and small. The primary responsibility, or conduit, for charges and credits will be as follows:

- Whoever applies for and pays for the permit will receive any fee adjustments at issuance of CO. These contractors will be responsible for the project inspection failure rate of all sub-contractors working on the project.
- For projects with multiple trades but no general contractor, a lead contractor, responsible for all subcontractors' code defect rates and any fee adjustment, will be assigned from the attached Small Project Lead Contractor Schedule.
- On Commercial projects with multi-primes, where some work is beyond control of the permit applicant, the general contractor and other prime contractors will have individual code defect rate responsibility, unless they agree otherwise.
- The reports will be based on code defect performance on the structure (per house, per project, etc.) at the completion of the work (typically the Certificate of Occupancy stage).
- For all other conditions not prescribed herein, the Director will propose responsibility for charges and credits after consulting with the Code Compliance Task Force.

The task force proposes the program will begin immediately for the purpose of notification of all project failure rates. The Task Force further proposes the new re-inspection fee schedule go into effect for all permits issued on or after April 1, 2000, assuming all the requisite fee ordinance changes have been approved by the BOCC and the appropriate IST programming is in place.

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Note: Above 40%, the percent fee adjustment shall be the same as the Code Defect Percentage Failure.  
 Commercial = Projects constructed under the NC Building Code  
 Residential = Projects constructed under the NC Residential Code (One-Two Family)

15.	Duplicate Building Placard	\$3.00 each
16.	Faxing a Permit	\$2.00 additional surcharge
17.	Fire Damage Surcharge	5% of fee
18.	Firework Permit:	
	a) County	<del>\$200.00 each</del> \$345.00
19.	Flammable Finishes (spraying or dipping operations) spray booths	<del>\$100.00 each</del> \$150.00
20.	Hazardous Materials Storage Permits Annual	<del>\$100.00 each</del> \$230.00
	a) Hazardous Material Stored in Building (New Bldg.)	\$250.00
21.	Homeowner Recovery Fund	\$10.00 per single family construction alteration permit issued to general contractor
22.	Insulation Contractors License Fee	\$25.00 per year
23.	Late Payment of Accounts	1% of amount due per month
24.	Letters of Certification/Verification	\$25.00 each
25.	Lumber Storage (Excess storage of 100,000 board feet)	\$100.00 each
26.	Monthly Statistical Reports	\$10.00 each
27.	Personal Computer – Remote Access (available to customers with accounts)	\$25.00 per subscriber initial fee \$ 5.00 per month per subscriber \$ 0.03 per minute of usage
28.	Proprietary School Licensing Inspection	Inspections and Day Care Program Fee:
	a) First Licensing Inspection	\$100.00
	b) Annual Renewal Inspections	\$ 60.00
	c) Day Care Preliminary Plan Review Fee	\$300.00 (per application, per project site)
	d) Foster Care Inspections	No Fee Charged

Including Certificate of Occupancy Submission as Certification Documentation.  
 Should the project advance to building permit application and permit fees exceed \$450.00, the preliminary plan review process fee shall be credited to the building permit fee cost.

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**29. Document Control Research:**

- |   |   |
|---|---|
| a) Retrieval of document for individual address | \$0.10 per page   |
| b) Research for multiple addresses              | \$40.00 per hour (charges will vary depending on contracted paralegal service cost) |

The department shall, at its expense, provide and maintain a public workstation with personal computer/terminal and printer allowing access to permit/inspection data during normal daily business hours. Persons needing to research departmental permit/inspection records may utilize the public workstation or request that the Department conduct the research. If the Department is requested to conduct the research, it shall do so by providing contracted paralegal services to perform this service. The hourly cost of such paralegal services shall be paid by the individual person requesting the research.

<b>30. Seminars Sponsored by the Department</b>	\$ 10.00 per session
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**31. Storage Permit – Above Ground**

- |            |          |
|------------|----------|
| a) Initial | \$200.00 |
| b) Renewal | \$100.00 |

**32. Storage Permit – Below Ground**

- |            |          |
|------------|----------|
| a) Initial | \$200.00 |
| b) Renewal | \$100.00 |

<b>33. Tank Removal/Abandonment</b>	<del>\$100.00</del> \$150.00
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**34.1 Temporary Utilities**

- |   |   |
|---|---|
| Initial inspection and placard issuance | \$100.00 per open mechanical or electrical permit |
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#### 34.2 Limited Conditional Utility (LCU)

Plan Review, Initial inspection and placard issuance

• Small (less than 3,000 sf.)	\$100.00
• Medium (3,000 to 10,000 sf.)	\$115.00
• Large (greater than 10,000 sf.)	\$165.00

#### 34.3 Temporary Certificate of Occupancy

Initial TCO issuance and placard issuance	\$ 90.00 per open trade permit
TCO renewal including re-inspection, TCO and placard re-issuance	\$ 55.00 per open trade permit
Inspector charge for posting placard on site (for Temporary Utility, LCU or TCO) if owner fails to maintain the same)	\$ 45.00 per posting

#### 34.4 Conditional Certificate of Occupancy

d) Conditional Certificate of Occupancy – Fine levels for violation of conditional certificate of occupancy.

	Small Items (\$1,000)	Small Equipment \$1,000-\$10,000	Large Equipment \$10,001 or Greater
1 <sup>st</sup> Violation	\$250.00	\$250.00	10% of equipment value
2 <sup>nd</sup> Violation	\$500.00	\$500.00	10% of equipment value
3 <sup>rd</sup> Violation	<u>Revocation of CCO</u>	<u>Revocation of CCO</u>	<u>Revocation of CCO</u>

If a CCO is revoked, it may only be reinstated by the owner posting a bond in the amount of the Listing and labeling cost. Exceptions may be approved by the department if not completed within 60 days.

#### 35. Tents and Air Supported Structures

~~\$135.00~~ \$150.00

- a) Funeral tents are exempt
- b) Boy Scouts and Girl Scouts are exempt from fee but must obtain permits

#### 36. Utility Reconnects

\$ 50.00

#### 37. Waterflow Test

\$145.00 each

#### 38. Fee for Work Started without a Permit

Original permit fee times 3.75

#### 39. Zoning Board of Adjustment Appeal Fee

a) Residential – Variance	\$100.00 each
Interpretation	\$150.00 each
b) Commercial – Variance	\$250.00 each
Interpretation	\$350.00 each

#### 40. Signs

See Land Development Fee Schedule in Section I.

#### 41. Zoning Permits

See Land Development Fee Schedule in Section I.

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- |   |   |
|---|---|
| <p><b>42. BOCC Endorsement</b><br/>Request for Board of County Commissioners endorsement of the naming of a geographical location.</p>  | <p>\$ 30.00 each</p>  |
| <p><b>43. Added Code Enforcement Services</b></p> <ol style="list-style-type: none"> <li>1. For added Code Enforcement work, either Plan Review or Inspections, the fee shall be calculated by the Departmental Business Manager as described in the fee schedule.</li> <li>2. The Director of Code Enforcement or his designee, shall be authorized to execute such agreements as necessary to affect the program including but not limited to the following: <ul style="list-style-type: none"> <li>• agreements between the County and 3<sup>rd</sup> party independent code enforcement contractors;</li> <li>• agreements between the County and customers voluntarily seeking added code enforcement services.</li> </ul> </li> </ol> | <p><b>Fee Schedule</b></p> <ol style="list-style-type: none"> <li>a. If the added code enforcement work is performed by a part-time employee, the hourly rate charge will be the employee's hourly rate times 1.39.</li> <li>a.1 If the added code enforcement work is performed by a full-time employee, the hourly rate charge will be either the employee's hourly rate for regular time times 1.39 or 1.5 times.</li> <li>b. If the added code enforcement work is performed by an independent contractor (IC) the rate charged shall be the rate negotiated with the IC, times 1.1.</li> </ol> |
| <p>3. Expired Permits and Notice of Violation</p>   | <p>For Expired Permits and Notices of Violations there will be a \$35.00 administration charge.</p>   |
| <p>4. Overtime inspections: applied to projects not included in the Inspections Overtime Qualifications List.</p>   | <p>\$115.00 per hour</p>  |
| <p>5. Inspection by Appointment</p>   | <p>\$115.00 per hour</p> <ul style="list-style-type: none"> <li>o Refunds on cancelled appointments at 90% if cancelled more than 72 hours in advance.</li> <li>o No refund if cancelled within 72 hours on the scheduled inspection, except a 90% refund if scheduled time, or portion thereof, is used by others.</li> </ul>  |
| <p>6. Revising permit structure (breaking up into smaller components) after permit issuance, including office or field related work.</p> <ul style="list-style-type: none"> <li>• Plan Review time</li> <li>• Field Inspection time</li> <li>• Fire Plan Review</li> <li>• Fire Performance Testing</li> </ul>  | <p>\$145.00 per hour<br/>\$115.00 per hour<br/>\$145.00 per hour<br/>\$115.00 per hour</p>  |
| <p>7. Coordinating projects where the owner's team has no project coordinator and the Department must perform coordination work to effect permitting or inspections.</p> <ul style="list-style-type: none"> <li>• Plan Review time</li> <li>• Field Inspection time</li> <li>• Professional Service</li> </ul>  | <p>\$145.00 per hour<br/>\$115.00 per hour<br/>\$300.00 per hour</p>  |

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#### 44 Inspections Added by Permit Holder

1. Optional inspections for sheathing/energy conservation for contractors who wish to proceed with outside finishing or wall encapsulation, before the framing is complete:
  - a) for SF dwelling units \$50.00 per inspection
  - b) for townhomes \$25.00 per inspection per unit
2. Multi-trade inspections: Are to be bundled into single inspection requests. Where the contractor elects the option, they may request a single trade inspection with added charge. \$65.00 per inspection
3. Exceeding project inspection allocations: Where the Department stipulates a maximum inspection location on a permit, based on criteria published on meckpermit.com, contractors requiring inspections beyond that count incur an added charge per inspection. \$65.00 per inspection
4. Owner as contractor project inspection allocations: The Department stipulates maximum inspection allocation per permit type based on criteria published on meckpermit.com. Where the owner requires inspections beyond that count, they incur an added charge per inspection. \$65.00 per inspection

#### 45. Residential Permit Review

See Land Development Fee Schedule in Section I.

##### 45.1 Residential Owner-As-Contractor Permitting & Inspection Process and Fees

For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, the permit, plan review and inspection fee charges shall be as follows:

- o Base Permit Fee \$60.00 per BEMP trade involved in work
- o Plan Review (if required) \$45.00 per BEMP trade involved in work
- o Inspections per trip \$45.00 per trip (single or multi-trade)

Note: inspection trip duration on site limited to 30 minutes.

#### 46. Zoning Commercial Plan Review Fee (previously included in building permit fee)

See Land Development Fee Schedule in Section I

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### June 6, 2023

#### 47. High Inspection Failure Rate Charges

"High Inspection Failure Rate Contractors" process outline and definition are included in the Building-Development Ordinance. Related fees for High Inspection Failure Rate Contractors are as follows:

1. For contractors with 19 or fewer inspections per quarter.
2. For contractors with 20 or more inspections per quarter, when using inspection services, will be charged on an hourly basis as outlined in the "High Inspection Failure Rate" process:

#### Fee Schedule

The contractor will be charged as follows:

- For permit fees otherwise \$38.00 to \$500.00, the fee is tripled.
- For permit fees otherwise \$501.00 or greater, the fee is doubled. Or the contractor may elect to follow the "High Inspection Failure Rate" process and charges for contractors with 20 or more inspections per quarter below for the duration of the project and the remainder of the quarter the project is completed.

The hourly rate charge will be \$90.00 per hour for regular time or \$115.00 per hour for overtime.

#### 48. Special Inspections Program (Meck-SI)

1. Meck-SI annual renewal fee charged to each Special Inspections registrant.
2. Meck-SI preconstruction meeting attendance by the assigned project inspectors on the SI related (BEMP) discipline.

~~\$125.00~~ **\$225.00 per year**

\$115.00 per discipline hour

#### 49. Permit Master Plan Revisions

After a Permit Master Plan is established at the project start, if the customer changes the plan, they will be charged for staff time necessary to revise the Master Plan. This charge also applies to any owner provided information changes, after permit issuance, impacting issuance of CC, CO, TCO or other Department records.

- \$80.00 per hour for Code Enforcement Officials (CEO)
- \$60.00 per hour for non-CEO

#### 50. Sustainable Design Permit Fee Modification (Green Permit Rebate Program) *The Green Permit Rebate program is suspended for new applications, effective April 7, 2010.*

Subject to rules published by the Department, projects qualify for fee credits by delivering to the Department approved project certifications for one of the following programs at the following levels:

- a) LEED Certified or One Green Globe
- b) LEED Silver or Two Green Globes
- c) LEED Gold or Three Green Globes
- d) LEED Platinum or Four Green Globes

#### Fee Schedule

Note: all permit fee rebates are based on the Permit Fee Schedule listed in Section II, Part A, herein, exclusive of many added service credits or charges.

- a) 10% permit fee rebate to a maximum of \$50,000
- b) 15% permit fee rebate to a maximum of \$60,000
- c) 20% permit fee rebate to a maximum of \$75,000
- d) 25% permit fee rebate to a maximum of \$100,000

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- 51. ABC License Building Compliance Inspections**  
By either building inspector and/or Fire Marshal
- Fee Schedule**  
~~\$130.00 each~~ \$150.00
- 52. Conversion to an Electronic Format** Customers choosing to submit paper permit applications and plans in lieu of electronically will be subject to additional administrative charges necessary to recover the added cost to convert the submittal into an electronic format or to enter the submittal into the electronic submittal program. Administrative fees will be added to services provided by LUESA staff that involve a manual process and are not included in permit fees. Administrative fees will be added to duplicate, and/or canceled services provided by LUESA staff that involve a manual process and are not otherwise included in permit fees.
- \$9.50/permit entered manually
  - RDS conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below.
  - CTAC drawing submittal conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below.
  - OnSchedule drawing submittal conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below.
  - OnSchedule plan review applications entered manually per schedule 56a below.
  - Schedule 56a:  
\$31.60/hour for Admin. Staff  
\$0.50 per 8 1/2 x 11 document  
\$1.00 per plan sheet for digitization  
\$15.00 burn to CD
- 52.1 Other Agency Manual Fee Collection**  
Administrative fees will be added to services provided by LUESA staff for the collection of fees by other agencies that involve a manual process and are not included in permit fees.
- \$5.00/permit for other agency fees collected
- 52.2 Electronic Billing – (E-Statements)** Developed and implemented an on-line billing process wherein customers receive monthly statements electronically via e-mail. Customers choosing to continue receiving manual statements will be subject to a processing fee.
- \$4.00 per manual statement per month
- 53. Mecklenburg County Fire Marshal additional fees for Plan Review and Inspections**
- Fire Plans Review**
- |   |                     |            |
|---|---------------------|------------|
| • Construction cost less than \$50,000          | <del>\$165.00</del> | \$200.00   |
| • Construction cost \$50,000 to \$100,000       | <del>\$175.00</del> | \$225.00   |
| • Construction cost \$100,001 to \$500,000      | <del>\$190.00</del> | \$275.00   |
| • Construction cost \$500,001 to \$1,000,000    | <del>\$220.00</del> | \$350.00   |
| • Construction cost \$1,000,001 to \$5,000,000  | <del>\$290.00</del> | \$550.00   |
| • Construction cost \$5,000,001 to \$10,000,000 | <del>\$430.00</del> | \$775.00   |
| • Construction cost greater than \$10,000,000   | <del>\$650.00</del> | \$1,225.00 |
| • <b>Hydrant Test</b>                           | <del>\$155.00</del> | \$230.00   |
| • <b>Rezoning Petitions</b>                     | <del>\$165.00</del> | \$ 75.00   |

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• Multi-Family	<del>\$300.00</del>	\$375.00
• Fire Alarm Plans (shop drawings)	<del>\$140.00</del>	\$200.00
• Fire Sprinkler (shop drawings)	<del>\$140.00</del>	\$200.00
• Performance Tests – Fire Pumps	<del>\$160.00</del>	\$175.00
• Performance Tests – Fire Alarm (shells)	<del>\$590.00</del>	\$690.00
• Performance Tests – Fire Alarm (upfit)	<del>\$160.00</del>	\$250.00
• Performance Tests – Private Fire Hydrant	<del>\$160.00</del>	\$170.00
• Performance Tests – Standpipe Sys	<del>\$400.00</del>	\$575.00
• Performance Tests – Auto Fire Existing Sys	<del>\$160.00</del>	\$175.00
• Sprinklers (above ceiling, hydro, fire main thrust blocking, flush, other)	\$590.00	
• Interactive Review	\$140.00	\$165.00
• Residential Review	<del>\$ 35.00</del>	\$ 75.00
• Operational Permits	<del>\$ 90.00</del>	\$100.00
• Commercial Kitchen Fire Suppression Systems	\$200.00	
• Amusement Buildings	\$190.00	
• Carnivals & Fairs	\$190.00	
• Combustible Dust Producing Operations	\$135.00	
• Covered & Open Mall Buildings	\$135.00	
• Exhibits & Trade Shows	\$190.00	
• Explosives (Mfg., Storage, Handling, Sale/Use)	\$250.00	
• Fumigation & Thermal Insecticidal Fogging	\$135.00	
• Pyrotechnic & Special Effects	\$250.00	
• Flammable and Combustible Liquids	\$250.00	
• Motor Fuel Dispensing	<del>\$180.00</del>	\$250.00
• Membrane Structures, Tents and Stages (400 sf or greater)	<del>\$135.00</del>	\$150.00
• Carbon Dioxide Systems (Beverage Dispensing)	<del>\$180.00</del>	\$250.00
• Repair garages and Motor fuel-dispensing Facilities	<del>\$180.00</del>	\$250.00
Fire Code Violations – Late fees apply after 15 days from date of issuance.		
	\$50.00 - \$200.00	
• Construction Permits		
• Solar Photovoltaic Power	\$180.00	
• Smoke Control or Smoke Exhaust Systems (Alteration and New Systems)	\$240.00	
• Gates & Barricades Across Fire Apparatus roads	\$180.00	

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### June 6, 2023

#### **D. Fees and Charges in Other Ordinances**

The Mobile Home Park Ordinance sets an annual fee of \$5.00 for each park space with a minimum fee of \$30.00 and a maximum of \$100.00 for each Mobile Home Park.

#### **Credit/Refund and Expired Permit Criteria**

The Director of Code Enforcement shall create a credit/refund schedule, which retains that portion of fees paid necessary to cover costs already incurred, including any administrative costs. The Credit/Refund Schedule is listed in the back of the Credit/Refund Adjustment Form and at Meckpermit.com.

##### **1. Credit/Refunds**

- Credits or refunds will be made upon written request by the permittee and/or the payee.
- No credits or refunds will be given for permits less than the minimum fee.
- A percentage of the permit fee will be retained commensurate with the percentage of work completed. If no work has commenced, a percentage of the permit fee will be retained or the minimum fee, whichever is greater.
- No credits or refunds will be given unless applied for within 120 days after a permit has expired.
- No credits or refunds will be given for fees or charges shown under Land Use and Environmental Services Fee Ordinance Section II.D. The Land Use & Environmental Services Fee Ordinance and Credit Refund Adjustment Form are available from the Department in several formats.

##### **2. Expired Permits**

Permits expire six (6) months or (180 days) after issued date if no work has commenced.

Permits

also expire when work has started but discontinued for twelve (12) months or (365 days) from the last inspection



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<b>SECTION III.</b>		<b>Fee Schedule</b>
<b>1.</b>	<b>Storm Drainage Manual</b>	\$35.00
<b>2.</b>	<b>Erosion Control Ordinance</b>	No Charge
<b>3.</b>	<b>Land Development Standards Manual</b>	
	a) excludes future updates	\$11.00
	b) includes future updates	\$15.00
<b>4.</b>	<b>Landscape Construction Standards</b>	\$10.00
<b>5.</b>	<b>Floodway Regulations</b>	No Charge
<b>6.</b>	<b>Official County Maps:</b>	
	a) 1" = 3,000 scale	\$1.50
	b) 1" = 2,000 scale (6 sheets per full map)	\$1.50
	c) Full Set	\$9.00
<b>7.</b>	<b>Imminent Transportation Map (2 sheets)</b>	\$3.00
<b>8.</b>	<b>Beer Map</b>	\$1.50
<b>9.</b>	<b>City Street Atlas</b>	
	a) Public	\$15.00
	b) County/City Agencies	\$12.00
<b>10.</b>	<b>1" = 5,000 Scale</b>	\$1.50
<b>11.</b>	<b>Block Numbers (4 sheets per full map)</b>	\$1.50
	a) Full Set	\$6.00
<b>12.</b>	<b>Zip Code</b>	\$1.50
<b>13.</b>	<b>1" = 1 Mile</b>	\$1.50

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15.	<b>Regional Road Map</b> (1" = 2 miles)	\$1.50
16.	<b>Regional Road Map</b> (8.5" x 11")	\$0.10
17.	<b>Thoroughfare Plan</b> 1" = 4,000 scale	\$1.50
18.	<b>Preliminary Designs of Thoroughfares</b>	
	a) Blueprint	\$1.00 per sheet
	b) Xerographic	\$1.00 per sheet
19.	<b>Ariel Index</b>	\$1.00
20.	<b>Topographic Map Index</b>	\$1.50
21.	<b>8.5" x 11" County Maps</b>	\$0.10

#### SECTION IV.

Ariel Photography for Topographic Mapping – Actual cost for private reproduction

	<b>Blue-line</b>	<b>Mylar</b>
1.	<b>1" = 400' 4' Contours</b>	\$1.00 \$3.50
2.	<b>1" = 200' 2' Contours</b>	\$1.00 \$3.50
3.	<b>Floodway Topos</b> (County/City)	\$1.00 \$3.50
4.	<b>Storm Drainage Topos</b>	\$1.00 \$3.50
5.	<b>Plainmetric Mapping</b> 1" = 200'	\$1.00 \$3.50
6.	<b>Construction Plans</b>	
	a) 11" x 7"	\$0.20
	b) 24" x 36"	\$1.00
	c) 36" x 42"	\$1.50
7.	<b>Zoning Maps</b> 1" = 400'	\$1.00
	Prices may change based upon recommendations by the Planning Commission. Zoning maps for smaller municipalities are available.	
8.	<b>Aerial Photography</b>	
	a) 1" = 200'	
	b) 1" = 400'	
9.	<b>Wetlands Maps</b> (on USGS Quad Maps)	
10.	<b>Roadway Corridor Official Maps</b>	

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11.	<b>Public Hearing Signs</b>		
	a) Public Hearing signs for rezoning petitions to be collected through the Charlotte Mecklenburg Planning Commission.		\$100.00
	b) Public Hearing signs for demolition and sanitary landfills, quarries, and other such facilities.		\$100.00
12.	<b>Photocopies:</b>		
	8.5" x 11"		\$0.10
	8.5" x 14"		\$0.10
	11" x 17"		\$0.20
	24" x 36"		\$1.00
13.	<b>Storm Water Advisory Committee Appeal Filing Fee</b> (If the Storm Water Advisory Committee rules in favor of the petitioner, it may order the refund of all or part of the filing fee.)		
			\$100.00
15.	<b>Charlotte Mecklenburg Certified Site Inspector Certification Training (CMCSI)</b> New fee effective July 1, 2007		
			\$25.00 per session
16.	<b>COMPASS GIS Products</b>		
	a) 0 to 50 MB (51200KB)		<b>Current Price \$</b> \$10.00
	b) 51 to 100 MB (102400KB)		\$50.00
	c) Greater than 100 MB		\$100.00
	d) Compass Package – All GIS Data		\$1,000.00
	e) Additional Hourly Fees		\$40.00 per hour \$10.00 per quarter hour
	f) Plotting Fees	<b>Size</b>	<b>Mylar</b> <b>Bond</b>
		11 x 17	\$10.00      \$ 5.00
		24 x 36	\$20.00      \$10.00
		48 x 36	\$20.00      \$10.00
	g) Lamination Fees	11 x 17 = \$10.00 24 x 36 = \$15.00 34 x 44 = \$15.00	
	h) Foam Mounting	11 x 17 = \$ 5.00 24 x 36 = \$10.00	

***Ordinance recorded in full in Ordinance Book ---, Document #---***

**Meeting Minutes**  
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**23-0367                      PROPOSED CAPITAL PLAN FY2024-2028**

*Background: Based on the projects submitted by the entities that receive capital funds from the County and the forecast of available funds, a five-year capital improvement plan is being presented to the Board for approval. At the start of each fiscal year, the Board of County Commissioners will be asked to approve a capital project ordinance that will authorize the specific projects for the year.*

**FY2024-2028 Capital Improvement Plan**

Department	Project Costs
Asset and Facility Management	809,102,550
Central Piedmont Community College	107,318,334
Library	146,299,343
Park and Recreation	437,040,307
Charlotte-Mecklenburg Schools	2,500,000,000
<b>Total</b>	<b>3,999,760,534</b>

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**Preliminary List- Funded Projects**

Project Cost	Project Name
38,691,565	Levine Campus Public Safety Training Facility - Phase One
36,230,591	Levine Campus Public Safety Training Facility - Phase Two
5,082,243	Harper Campus Line Worker Training Facility
27,313,936	Old ATC Renovation
<b>107,318,334</b>	

Project Cost	Project Name
11,044,980	Mallard Creek Greenway - Mallard Creek Drive to David Taylor Drive
14,591,007	Sugar Creek Greenway- Yorkmont Road to McDowell Farms Drive
11,327,249	Briar Creek Greenway - Central Avenue to Monroe Road
4,940,143	Ezell Park
3,705,104	Eastfield Park
19,085,860	McDowell Creek Greenway - Gilead Rd to Beatties Ford Rd/Pamela St
14,507,178	South Prong Clarke Creek Greenway - N Church St to Asbury Chapel Rd
3,690,729	Wallace Pruitt Recreation Center
7,311,127	New Elementary School Recreation Center
2,916,006	Berryhill Nature Preserve
7,457,332	Rozzelles Ferry Nature Preserve
9,652,755	Bryant Park
11,238,547	Latta Place
22,768,163	Albemarle Road Recreation Center
7,593,218	Spray Grounds
1,656,972	Dog Parks
18,877,537	Pickleball Courts
6,875,719	Skate Parks
17,690,329	Park Access Improvement
1,211,014	Beaty Park - Davidson
12,345,688	Eastland Park
7,369,511	Grier Heights Park
10,572,339	Martin Luther King Jr. Park
2,493,152	Oakhurst Park
3,109,307	Pressley Road Park
893,357	Wilmore (Spruce Street) Park
5,048,323	McMullen Creek Gwy- Hwy 51 to McAlpine Creek Gwy/Carmel Rd
9,732,981	McAlpine Creek Greenway- Johnston Road to Carmel Road
11,781,066	Ribbonwalk Nature Center
21,872,190	McDowell Nature Center and Nature Preserve
16,928,248	Irvins Creek Greenway- Lakeview Circle to McAlpine Creek Greenway
26,276,924	Campbell Creek Greenway- Campbell Creek Park to Campbell Creek Greenway
13,624,960	Four Mile Creek Greenway- Bevington Place to Johnston Road
8,238,123	Torrence Creek Greenway - Cedar River Road to McDowell Creek Greenway
48,153,265	10M Annual Land Purchases
4,685,461	Dredging- Park Road Park and Freedom Park
35,774,444	Tuckaseegee Park and Recreation Center
<b>437,040,307</b>	

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**Preliminary List- Funded Projects**

Project Cost	Project Name
54,027,819	Former Civil Courts Building Renovation
14,108,565	Mecklenburg County Courthouse-HVAC Controls Replacement
7,259,187	Mecklenburg County Courthouse Camera System Upgrade
4,296,267	CCOB 4th Floor - Public Defender 4th Floor Expansion
263,058,459	<b>Southwest</b> - Community Resource Center
222,985,577	<b>East</b> - Community Resource Center
5,298,737	R22 HVAC Equipment Replacement
124,923,526	Mecklenburg County Sheriff Office-Detention Centers Modernization- <b>Phase I</b>
66,277,049	Mecklenburg County Sheriff Office-Detention Centers Modernization- <b>Phase II</b>
46,867,365	Mecklenburg County Sheriff's Office Headquarters Relocation to Administrative
<b>809,102,550</b>	

Project Cost	Project Name
42,000,000	New Main Library/Spirit Square
4,000,000	Thomasboro Library Land Acquisition
20,222,484	Sugar Creek Community Library (relocation/expansion)
21,603,142	West Boulevard Community Library (relocation/expansion)
21,906,130	Nations Ford Community Library
29,922,587	ImaginOn Library Renovation
3,245,000	Prosperity Village Land Acquisition
3,400,000	Eastland area library Land Acquisition
<b>146,299,343</b>	

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**Charlotte Mecklenburg Schools**  
**FY2024-2028 CIP Requests**

Site	Project Cost
South Mecklenburg High School	\$127,909,253
Northwest School of the Arts/First Ward	\$93,654,147
New MS #1	\$101,089,262
Beverly Woods	\$71,237,700
Wilson STEM Academy	\$92,471,565
Huntersville	\$66,235,904
Park Road Montessori/Sedgefield ES/Dilworth	\$89,491,970
Chantilly Montessori/Cotswold/Billingsville	\$80,555,856
New Second Ward Medical & Technology HS	\$176,810,460
Coulwood STEM Academy	\$92,706,982
North Mecklenburg	\$228,464,171
Matthews	\$79,874,929
Albemarle Road MS	\$97,732,036
E.E. Waddell	\$1,563,348
University Park Creative Arts	\$73,119,088
New MS #2	\$92,371,482
Allenbrook	\$74,244,220
Garinger	\$54,905,692
Harding University	\$202,879,499
East Mecklenburg	\$201,339,353
Steele Creek	\$80,830,528
Cornelius	\$76,471,997
South Charlotte	\$7,741,099
Cochrane Collegiate Academy/iMeck	\$7,506,657
Berryhill School	\$104,286,451
West Regional Athletic Complex	\$8,999,792
Marie G. Davis	\$9,174,783
New MS #3	\$98,436,153
Villa Heights	\$6,247,871
J.T. Williams	\$1,594,255
	<b><u>\$2,499,946,501</u></b>



## **Meeting Minutes**

### **June 6, 2023**

Motion was made by Commissioner Altman, seconded by Commissioner Griffin, to approve a five-year Capital Improvement Plan for FY2024 through FY2028 in the amount of \$3,999,760,534.

Commissioner Lake asked for clarification. County Manager Diorio read the breakdown of the proposed capital plan for FY2024 through FY2028. The project list was attached to the agenda.

**Note: Chair Dunlap returned to the dais at 7:28 p.m.**

Commissioner Powell asked if she could change one item on the plan. Attorney Wade said she could divide the questions and deal with the questions she had about that particular issue.

Motion was made by Commissioner Powell to divide the question. Motion failed with Commissioners Powell, Meier, and Rodriguez-McDowell voting yes and Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, and Leake voting no.

Motion was carried 6-3 with Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, and Leake voting yes and Commissioners Powell, Meier, and Rodriguez-McDowell voting no to approve a five-year Capital Improvement Plan for FY2024 through FY2028 in the amount of \$3,999,760,534.

## **23-0365 CAPITAL PROJECT ORDINANCES**

Motion was made by Commissioner Leake, seconded by Commissioner Altman to:

- A.** Approve the FY2024 Authorization School Facilities Capital Project Ordinance in the amount of \$907,149,902.
- B.** Amend the FY2023 Authorization Library Capital Project Ordinance to include the FY2024 appropriation in the amount of \$42,000,000.
- C.** Approve the FY2024 Authorization Park and Recreation Capital Project Ordinance in the amount of \$66,828,127.
- D.** Approve the FY2024 Authorization Central Piedmont Community College Facilities Capital Project Ordinance in the amount of \$27,313,935.
- E.** Approve the FY2024 Authorization Government Facilities Capital Project Ordinance in the amount of \$353,053,393.
- F.** Amend the FY2023 Authorization Government Facilities Capital Project Ordinance to include the FY2024 appropriation in the amount of \$95,333,627.

Commissioner Cotham made a motion to separate the motion, seconded by Commissioner Meier but failed.

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### June 6, 2023

Motion was carried (7-2) with Commissioners Altman, Dunlap, Griffin, Jerrell, Leake, Meier, and Rodriguez-McDowell, voting yes, and Cotham and Powell voting no to:

- A.** Approve the FY2024 Authorization School Facilities Capital Project Ordinance in the amount of \$907,149,902.
- B.** Amend the FY2023 Authorization Library Capital Project Ordinance to include the FY2024 appropriation in the amount of \$42,000,000.
- C.** Approve the FY2024 Authorization Park and Recreation Capital Project Ordinance in the amount of \$66,828,127.
- D.** Approve the FY2024 Authorization Central Piedmont Community College Facilities Capital Project Ordinance in the amount of \$27,313,935.
- E.** Approve the FY2024 Authorization Government Facilities Capital Project Ordinance in the amount of \$353,053,393.
- F.** Amend the FY2023 Authorization Government Facilities Capital Project Ordinance to include the FY2024 appropriation in the amount of \$95,333,627.

*Background: Each year, as part of the implementation of the County's Capital Improvement Plan (CIP), the Board is asked to approve and amend ordinances to provide funding for authorized projects. This includes funding for new projects per the existing CIP and amendments.*

- A. This action provides appropriations for new Charlotte-Mecklenburg School projects starting in FY2024.*
- B. This action amends the FY2023 Authorization to provide appropriations for new Library projects starting in FY2024.*
- C. This action provides appropriations for new Park and Recreation projects starting in FY2024.*
- D. This action provides appropriations for new Central Piedmont Community College projects starting in FY2024.*
- E. This action provides appropriations for new Government Facilities projects starting in FY2024.*
- F. This action amends the FY2023 Authorization to provide appropriations for new Government Facilities projects starting in FY2024.*

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MECKLENBURG COUNTY, NORTH CAROLINA  
FY 2023 AUTHORIZATION  
LIBRARY FACILITIES AND SPIRIT SQUARE  
CAPITAL PROJECT ORDINANCE

The following ordinance was offered as an amendment to and restatement of the June 20, 2017, FY 2018 Authorization Library Facilities Main Capital Project Ordinance as adopted May 1, 2018, and amended March 6, 2019, June 16, 2020, September 15, 2020, and amended June 22, 2022, by Commissioner \_\_\_, who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS THE 6<sup>th</sup> DAY OF JUNE 2023.

Section I. That for the purpose of providing funds, together with any other available funds, for the following project

New Main Library (\$141,116,000)	Spirit Square (\$55,384,000)
Scaleybark Library (\$1,707,000)	Pineville Library (\$1,800,000)
Library Services Center (\$15,000,000)	

Including the acquisition and construction, the improvement and the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, \$215,007,000 is hereby appropriated.

Section II. That it is estimated that revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Pay-As-You-Go/Other County Funds:	
2017-2018 fiscal year	\$ 1,030,000
2018-2019 fiscal year	4,534,557
2019-2020 fiscal year	2,142,430
2020-2021 fiscal year	11,079,381
2021-2022 fiscal year	22,121,298
2022-2023 fiscal year	109,638,235
2023-2024 fiscal year	64,461,099

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged, at which time repayment, if required, will be made; and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The Motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes:	_____	Noes:	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

Approved as to Form:

**Meeting Minutes**  
**June 6, 2023**

\_\_\_\_\_  
\_\_\_\_\_

New Main Library/Spirit Square –Amended– FY2024-6-6-23

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

Meeting Minutes  
June 6, 2023

MECKLENBURG COUNTY, NORTH CAROLINA  
FY 2024 AUTHORIZATION PARK AND RECREATION  
CAPITAL PROJECT ORDINANCE

The following ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS THE 6<sup>th</sup> DAY OF JUNE 2023:

Section I. That for the purpose of providing additional funds, together with any other available funds for the following projects:

Beaty Park - Davidson- \$1,211,014  
Dredging- Park Road Park and Freedom Park- \$4,685,461  
Eastfield Park- \$3,705,104  
Eastland Park- \$12,345,688  
Ezell Park- \$4,940,143  
Latta Place- \$11,238,547  
New Elementary School Recreation Center- \$7,311,127  
Pressley Road Park- \$3,109,307  
Sugar Creek Greenway- Yorkmont Road to McDowell Farms Drive- \$14,591,007  
Wallace Pruitt Recreation Center- \$3,690,729

Including the acquisition and construction of new facilities, the improvement and expansion of existing facilities and the acquisition and installation of furnishings and equipment and the acquisition of interests in real property required therefore, \$66,828,127 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Pay-As-You-Go/Other County Funds:	
2024-2028 fiscal years	\$66,828,127

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged, at which time repayment, if required, will be made; and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.  
The motion to adopt the foregoing ordinance was seconded by Commissioner and adopted by the following vote:

Ayes: _____	Noes: _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Approved as to form:

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

Meeting Minutes  
June 6, 2023

MECKLENBURG COUNTY, NORTH CAROLINA  
FY 2024 AUTHORIZATION  
CENTRAL PIEDMONT COMMUNITY COLLEGE FACILITIES  
CAPITAL PROJECT ORDINANCE

The following ordinance was offered Commissioner \_\_\_\_\_ who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY,  
NORTH CAROLINA, THIS THE 6<sup>th</sup> Day of June 2023

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Old ATC Renovation	\$27,313,935
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Including the acquisition and construction of new facilities, the improvement and expansion of existing facilities and the acquisition and installation of furnishings and equipment and the acquisition of interests in real property required therefore, \$27,313,935 is hereby appropriated.

Section II. That it is estimated that the following revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Pay-As-You-Go/Other County Funds:	
2024-2028 fiscal years	\$27,313,935

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes: _____	Noes: _____
_____	_____
_____	_____
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Approved As To Form: \_\_\_\_\_

County Attorney

Meeting Minutes  
June 6, 2023

MECKLENBURG COUNTY, NORTH CAROLINA  
FY 2024 AUTHORIZATION  
GOVERNMENT FACILITIES  
CAPITAL PROJECT ORDINANCE

The following ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS THE 6<sup>th</sup> DAY OF JUNE 2023.

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

East Community Resource Center- \$222,985,577  
County Courthouse HVAC Replacement-\$14,108,565  
Sheriff Office-Detention Center Modernization Phase II- \$66,277,049  
Sheriff Office- Headquarter Relocation- \$46,867,365

Including the acquisition and construction of new facilities, the improvement and expansion of existing facilities, project management, the acquisition and installation of furnishings and equipment and the acquisition of interests in real property required therefore, \$350,238,556 is hereby appropriated.

Section II. That it is estimated that revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Pay-As-You-Go/Other County Funds:  
2024-2028 fiscal years      \$350,238,556

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged, at which time repayment, if required, will be made; and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes: \_\_\_\_\_  
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\_\_\_\_\_  
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Noes: \_\_\_\_\_  
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\_\_\_\_\_

Approved as to Form:

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



## Meeting Minutes June 6, 2023

### MECKLENBURG COUNTY, NORTH CAROLINA FY 2023 AUTHORIZATION GOVERNMENT FACILITIES CAPITAL PROJECT ORDINANCE

The following ordinance was offered as an amendment to and reinstatement of *FY2023 Authorization Government Facilities Capital Project Ordinance as adopted August 3, 2022, June 19, 2018, June 2, 2020, June 16, 2020 and amended December 15, 2020*, by Commissioner \_\_\_\_\_, who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS THE 6<sup>th</sup> DAY of JUNE 2023.

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

Umbrella Center	AFM Administrative Cost
BMC2U Community Resource Center-East	Jail Central and Jail North Modernization
BMC2U Community Resource Center-Southwest	Sheriff Office-Field Ops Relocation
BMC2U Community Resource Center-West	BMC2U Government District Phase II-CCOB
BMC2U Community Resource Center-Northeast	BMC2U Government District Phase II-CMGC
County Share of Library Support Services Center	Courthouse Courtroom Uplift
BMC2U Government District Phase II	Government Security- County Facilities
Medical Examiner's Office Clinical Expansion	
Motorola Radios and Repeaters	

Including the land acquisition and construction, the improvement and the acquisition and installation of necessary furnishings and equipment and the acquisition of interests in real property required therefore, \$286,749,116 is hereby appropriated.

Section II. That it is estimated that revenues will be available for land purchase and during the construction/renovation period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Pay-As-You-Go/Other County Funds:	
2017-2018 fiscal year	\$ 27,271, 924
2018-2019 fiscal year	15,905,169
2019-2020 fiscal year	19,333,669
2020-2021 fiscal year	34,522,961
2021-2022 fiscal year	53,102,331
2022-2023 fiscal year	41,279,435
2024-2028 fiscal years	95,333,627

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged, at which time repayment, if required, will be made; and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The Motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

**Meeting Minutes**  
**June 6, 2023**

Ayes: \_\_\_\_\_  
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Noes: \_\_\_\_\_  
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Approved as to Form:

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

Government Facilities – FY19-FY23 CIP-Amend. - All AFM Projects

Meeting Minutes  
June 6, 2023

MECKLENBURG COUNTY, NORTH CAROLINA  
FY 2024 AUTHORIZATION SCHOOL FACILITIES  
CAPITAL PROJECT ORDINANCE

The following ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS THE 6<sup>th</sup> DAY OF JUNE 2023:

Section I. That for the purpose of providing funds, together with any other available funds, for the following projects:

South Mecklenburg- \$127,909,523  
Northwest School of Arts- \$93,654,147  
New Middle School #1- 101,089,262  
Park Road- \$89,491,970  
Cotswold (3-5)- \$80,555,856  
New Second Ward Medical and Technology High School- \$176,810,460  
North Mecklenburg- \$228,464,171  
Montessori Secondary at Marie G. Davis- \$9,174,783

Including the acquisition and construction of new facilities, the improvement and expansion of existing facilities and the acquisition and installation of furnishings and equipment and the acquisition of interests in real property required therefor, in order to provide additional school facilities in said County to maintain the nine months' school term as required by Section 2 of Article IX of the North Carolina Constitution, \$907,149,902 is hereby appropriated.

Section II. That it is estimated that the revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Pay-As-You-Go/Other County Funds:  
2024-2028 fiscal years      \$907,149,902

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III. That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged at which time repayment, if required, will be made: and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes: \_\_\_\_\_  
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Noes: \_\_\_\_\_  
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\_\_\_\_\_

Approved As To Form:

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

FY24 School Facilities- 6/6/23

**Ordinance recorded in full in Ordinance Book ---, Document #---.**

**Meeting Minutes**  
**June 6, 2023**

**23-0366      NOVEMBER 7, 2023 BOND REFERENDUM PROCESS (\$2,500,000,000 IN  
GENERAL OBLIGATION SCHOOL BONDS)**

Motion was made by Commissioner Altman, seconded by Commissioner Meier to A) adopt Resolution Directing Publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds” relating to a \$2,500,000,000 School Bond Referendum and B) adopt Resolution Directing Publication to adopt Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application to the Local Government Commission” relating to a \$2,500,000,000 School Bond Referendum.

Commissioner Griffin stated that if the bond referendum passed, the public would experience a tax increase, and he could not support it.

Motion carried (7-2) with Commissioners Altman, Jerrell, Leake, Meier, Powell, and Rodriguez-McDowell voting yes, and Commissioners Cotham and Griffin voting no, to A) adopt Resolution Directing Publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds” relating to a \$2,500,000,000 School Bond Referendum and B) adopt Resolution Directing Publication to adopt Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application to the Local Government Commission” relating to a \$2,500,000,000 School Bond Referendum.

*Background: Adoption of these resolutions initiates the process of authorizing the general obligation school bonds for Charlotte-Mecklenburg School capital projects which will be funded as part of the FY2024-FY2028 CIP. These are the first of several actions necessary to place the referendum on the November 7, 2023 ballot. The next action will occur on July 6 followed by a public hearing, to consider adoption of a bond order, and directing notice of referendum will occur at the August 2, 2023 BOCC meeting. Subsequent to the referendum, additional actions will be required as well as approval by the Local Government Commission before any bonds can be issued.*

**Meeting Minutes**  
**June 6, 2023**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

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

\$2,500,000,000 of bonds to provide funds to pay the costs of constructing, improving, and renovating school facilities, specifically including, among other things, the construction and renovation of classroom facilities, the construction and equipping of athletic facilities, the acquisition and installation of furnishings and equipment, the acquisition of land, rights-of-way and easements in land required therefor, and related public infrastructure development.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners that the Clerk to the Board of Commissioners is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the County.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 6<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
George Dunlap  
Chairman of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Kristine M. Smith, Clerk to the  
Board of Commissioners

**Meeting Minutes**  
**June 6, 2023**

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

I, Kristine M. Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS”** adopted by the Board of Commissioners of the County of Mecklenburg, North Carolina in regular session convened on the 6th day of June, 2023, as recorded in the minutes of the Board of Commissioners of the County of Mecklenburg, North Carolina.

***WITNESS*** my hand and the seal of the County of Mecklenburg, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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

## Meeting Minutes

### June 6, 2023

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF  
MECKLENBURG, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT  
CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE  
LOCAL GOVERNMENT COMMISSION**

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

\$2,500,000,000 of bonds to provide funds to pay the costs of constructing, improving, and renovating school facilities, specifically including, among other things, the construction and renovation of classroom facilities, the construction and equipping of athletic facilities, the acquisition and installation of furnishings and equipment, the acquisition of land, rights-of-way and easements in land required therefor, and related public infrastructure development.

**WHEREAS**, the Board of Commissioners hereby determines that the combined purposes for which the proposed bonds are to be issued under the bond order as described above are not unrelated as permitted by Section 159-48(g) of the North Carolina General Statutes, as amended; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners, meeting in open session on the 6th day of June, 2023, has made the following factual findings in regard to this matter:

A. **Facts Regarding Necessity of Proposed Financing.** The proposed bonds are necessary and expedient to pay the costs of constructing, improving, and renovating school facilities, specifically including, among other things, the construction and renovation of classroom facilities, the construction and equipping of athletic facilities, the acquisition and installation of furnishings and equipment, the acquisition of land, rights-of-way and easements in land required therefor, and related public infrastructure development.

B. **Facts Supporting the Amount of Bonds Proposed.** The sum estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

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

D. **Past Budgetary and Fiscal Management Policies.** The County’s budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the Board of Commissioners before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board of Commissioners at regular Board of



## Meeting Minutes

### June 6, 2023

Commissioners meetings. The Chief Financial Officer presents financial information to the Board of Commissioners which shows budget to actual comparisons annually and otherwise as the County Manager deems necessary or as a member of the Board of Commissioners may request.

E. ***Increase in Taxes.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the adoption of the bond order.

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

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

***BE IT FURTHER RESOLVED*** that the Board of Commissioners hereby authorizes and directs the County Manager and the Chief Financial Officer of the County, individually and collectively, to file with the Local Government Commission an application for its approval of General Obligation School Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the County's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the County and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation School Bonds and to the County and its financial condition, as may be required by said Commission.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 6th day of June, 2023.

\_\_\_\_\_  
George Dunlap  
Chairman of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Kristine M. Smith, Clerk to the  
Board of Commissioners

**Meeting Minutes**  
**June 6, 2023**

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

I, Kristine M. Smith, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **"RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION"** adopted by the Board of Commissioners of the County of Mecklenburg, North Carolina in regular session convened on the 6th day of June, 2023, as recorded in the minutes of the Board of Commissioners of the County of Mecklenburg, North Carolina.

***WITNESS*** my hand and the seal of the County of Mecklenburg, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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

***Resolution recorded in full in Ordinance Book ---, Document #---***.

**Meeting Minutes**  
**June 6, 2023**

**23-0371            FISCAL YEAR 2023-2024 BUDGET ORDINANCE ADOPTION**

Motion was made by Commissioner Meier, seconded by Commissioner Jerrell, to amend the Fiscal Year 23-24 Budget Ordinance to reallocate \$2M from the fund balance to Charlotte Rescue Mission.

Chair Dunlap said the item came before the Board during the Straw Votes, and there was a 4-4 tie, which did not pass. Commissioner Jerrell was not in attendance at that time.

The Motion carried 5-4, with Commissioners Altman, Dunlap, Jerrell, Meier, and Rodriguez-McDowell voting yes and Commissioners Cotham Griffin, Leake, and Powell voting no to amend the Fiscal Year 23-24 Budget Ordinance to reallocate \$2M from fund balance to Charlotte Rescue Mission.

Chair Dunlap turned the meeting over to Vice Chair Powell.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Jerrell, and unanimously carried (9-0) to divide the question so that the applicable non-profits can be voted on separately.

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, to adopt the recommended Year 2023-2024 Budget Ordinance as amended with the exclusion of the following non-profits: Arts and Science Council, Center City Partners, Alliance Health, Smart Start, and the Relatives.

Motion was made by Commissioner Altman, seconded by Commissioner Rodriguez-McDowell, to authorize the County Manager to negotiate a contract with the Arts and Science Council as recommended in the FY2023-2024 Budget.

Chair Dunlap asked to be recused from participating in the vote due to his affiliation with the Arts and Science Council.

Motion was made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and unanimously carried (8-0) to recuse Commissioner Dunlap from voting on the negotiation of the Arts and Sciences Council.

The vote was unanimously carried (8-0) to authorize the County Manager to negotiate a contract with the Arts and Science Council as recommended in the FY2023-2024 Budget.

## **Meeting Minutes**

**June 6, 2023**

The motion was made by Commissioner Griffin, seconded by Commissioner Meier, to authorize the County Manager to negotiate a contract with the Center City Partners.

Chair Dunlap asked to be recused from participating in this vote due to his affiliation with the Center City Partners.

Motion was made by Commissioner Meier, seconded by Commissioner Jerrell, and unanimously carried (8-0) to recuse Chair Dunlap from voting to authorize the County Manager to negotiate a contract with the Center City Partners.

Motion was carried unanimously (8-0) to authorize the County Manager to negotiate a contract with the Center City Partners.

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, to authorize the County Manager to negotiate a contract with Alliance Health as recommended in the FY 2023-2024 Budget.

Vice Chair Powell entertained a motion to authorize the County Manager to negotiate a contract with Alliance Health as recommended in the FY 2023-2024 Budget.

Commissioner Altman asked to be recused from participating in this vote due to her affiliation with Alliance Health.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried (8-0) to recuse Commissioner Altman from voting to authorize the County Manager to negotiate a contract with Alliance Health as recommended in the FY 2023-2024 Budget.

The motion carried (8-0) to authorize the County Manager to negotiate a contract with Alliance Health as recommended in the FY 2023-2024 Budget.

Motion was made by Commissioner Altman, seconded by Commissioner Griffin, to authorize the County Manager to negotiate a contract with Smart Start as recommended in the FY2023-2024 Budget.

Commissioner Meier asked to be recused from participating in this vote due to her affiliation with Smart Start.

## **Meeting Minutes**

**June 6, 2023**

Motion was made by Commissioner Rodriguez-McDowell, seconded by Chair Dunlap, and unanimously carried (8-0) to recuse Commissioner Meier from voting to authorize the County Manager to negotiate a contract with Smart Start as recommended in the FY2023-2024 Budget.

Motion was unanimously carried (8-0) to authorize the County Manager to negotiate a contract with Smart Start as recommended in the FY2023-2024 Budget.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Altman, to authorize the County Manager to negotiate a contract with Relatives as recommended in the FY2023-2024 Budget.

Commissioner Jerrell asked to be recused from participating in this vote due to his affiliation with the Relatives.

Motion was made by Chair Dunlap, seconded by Commissioner Rodriguez-McDowell, and unanimously carried (8-0) to recuse Commissioner Jerrell from voting to authorize the County Manager to negotiate a contract with Relatives as recommended in the FY2023-2024 Budget.

The motion was unanimously carried (8-0) to authorize the County Manager to negotiate a contract with Relatives as recommended in the FY2023-2024 Budget.

Chair Dunlap explained that due to some changes in the law, Board members had to identify themselves when they served on a board of directors of a non-profit organization and recuse themselves from voting on items with regard to that organization.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and carried (7-2) with Commissioners Altman, Dunlap, Griffin, Jerrell, Leake, and Meier, voting yes and Cotham and Powell voting no to adopt the Fiscal Year 2023-2024 Mecklenburg County Budget Ordinance.

*Background: Approval of the Budget Ordinance will adopt a balanced operating budget of expenditures and revenues for the period of July 1, 2023, through June 30, 2024, as required by the Local Government Budget and Fiscal Control Act. The Budget Ordinance results in a total budget of \$2,361,525,549 and a property tax rate of 47.31 cents per \$100 of property value. It reflects the tax rate for the following Law Enforcement Service Districts: Charlotte =11.70 cents; Cornelius= 27.23 cents; Davidson = 11.70 cents; Huntersville = 11.70 cents; Mint Hill = 11.70 cents; and Pineville at 11.85 cents. Also, the following reflects the tax rates for the fire service districts for the following Extra Territorial Jurisdictions (ETJs): Charlotte = 8.76 cents; Cornelius = 4.53 cents; Davidson = 7.08 cents; Huntersville = 6.53 cents; and, Mint Hill = 6.00 cents.*

# Meeting Minutes

## June 6, 2023

### MECKLENBURG COUNTY, NORTH CAROLINA BUDGET ORDINANCE FISCAL YEAR 2023-2024

The following ordinance was offered by \_\_\_\_\_ who moved its adoption:

#### BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, THIS 6<sup>th</sup> DAY OF JUNE 2023:

**Section I.** That for the operation of Mecklenburg County's government and its subdivisions for the fiscal year beginning July 1, 2023 and ending June 30, 2024, the amounts in the following schedules are hereby appropriated:

General Fund	\$1,604,715,733
Debt Service Fund	\$496,307,221
Law Enforcement Service District Funds	
Charlotte LESD Law Enforcement Service District	\$15,201,670
Cornelius LESD Law Enforcement Service District	\$197,355
Davidson LESD Law Enforcement Service District	\$532,522
Huntersville LESD Law Enforcement Service District	\$2,874,132
Mint Hill LESD Law Enforcement Service District	\$1,016,763
Pineville LESD Law Enforcement Service District	\$848,142
Fire Protection Service District Funds	
Charlotte ETJ Fire Protection Service District	\$11,932,229
Cornelius ETJ Fire Protection Service District	\$32,832
Davidson ETJ Fire Protection Service District	\$324,972
Huntersville ETJ Fire Protection Service District	\$1,602,908
Mint Hill ETJ Fire Protection Service District	\$521,418
Code Enforcement Special Revenue Fund	\$45,241,249
Solid Waste Enterprise Fund	\$45,901,014
Scrap Tire Special Revenue Fund	\$2,400,000
White Goods Special Revenue Fund	\$630,000
Storm Water Enterprise Fund	\$27,739,867
Transit Sales Tax Special Revenue Fund	\$80,865,522
Fee Collection for State Special Revenue Fund	\$22,520,000
Representative Payee Funds Special Revenue Fund	\$120,000
<b>TOTAL APPROPRIATIONS</b>	<b><u>\$2,361,525,549</u></b>

**Section II.** That it is estimated that the following revenues will be available during the fiscal year beginning July 1, 2023, and ending June 30, 2024, to meet the appropriations in Section I, as set forth in the following schedules:

<b>General Fund</b>	
Current Tax Levy	\$1,026,405,761
Fund Balance – Unrestricted Appropriation	\$24,681,968
Revenues – Other Sources	\$553,628,004
Subtotal – General Fund	<b><u>\$1,604,715,733</u></b>

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<b>Debt Service Fund</b>	
Current Tax Levy	\$295,354,420
Fund Balance – Unrestricted Appropriation	\$87,573,000
Revenues – Other Sources	\$113,379,801
Subtotal – Debt Service Fund	\$496,307,221
<b>Law Enforcement Service District Funds</b>	
Charlotte LESD Law Enforcement Service District	\$15,201,670
Cornelius LESD Law Enforcement Service District	\$197,355
Davidson LESD Law Enforcement Service District	\$532,522
Huntersville LESD Law Enforcement Service District	\$2,874,132
Mint Hill LESD Law Enforcement Service District	\$1,016,763
Pineville LESD Law Enforcement Service District:	
Current Tax Levy	\$804,408
Fund Balance – Unrestricted Appropriation	\$43,734
Subtotal – Pineville LESD Law Enforcement Service District	\$848,142
<b>Fire Protection Service District Funds</b>	
Charlotte ETJ Fire Protection Service District	\$11,932,229
Cornelius ETJ Fire Protection Service District	\$32,832
Davidson ETJ Fire Protection Service District:	
Current Tax Levy	\$322,426
Fund Balance – Unrestricted Appropriation	\$2,546
Subtotal – Davidson ETJ Fire Protection Service District	\$324,972
Huntersville ETJ Fire Protection Service District	\$1,602,908
Mint Hill ETJ Fire Protection Service District	\$521,418
<b>Code Enforcement Special Revenue Fund</b>	\$45,241,249
<b>Solid Waste Enterprise Fund</b>	\$45,901,014
<b>Scrap Tire Special Revenue Fund</b>	\$2,400,000
<b>White Goods Special Revenue Fund</b>	\$630,000
<b>Storm Water Enterprise Fund</b>	\$27,739,867
<b>Transit Sales Tax Special Revenue Fund</b>	\$80,865,522
<b>Fee Collection for State Special Revenue Fund</b>	\$22,520,000
<b>Representative Payee Funds Special Revenue Fund</b>	\$120,000
<b>TOTAL ESTIMATED REVENUES &amp; APPROPRIATED FUND BALANCE</b>	<b><u>\$2,361,525,549</u></b>

**Section III.** That there is hereby levied for the fiscal year beginning July 1, 2023 and ending June 30, 2024, the following rate of property tax on each one hundred dollars (\$100) of assessed valuation of taxable property, as listed for taxes as of January 1, 2023, for the purpose of raising the revenue for current year's taxes as set forth in the foregoing estimates of revenues, and in order to finance the foregoing appropriations:

Tax Rate <b><u>47.31¢</u></b> Based on Estimated Assessed Valuation of <b><u>\$281,210,700,419</u></b>
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### June 6, 2023

**Section IV.** There is also hereby levied for the fiscal year beginning July 1, 2023 and ending June 30, 2024, the following rate of property tax on each one hundred dollars (\$100) of assessed valuation of taxable property subject to taxation in the Law Enforcement Service Districts as listed for taxes as of January 1, 2023, in addition to that levied throughout the County, for the purpose of raising the revenue for the Law Enforcement Service Districts as set forth in the foregoing estimates of revenues, and in order to finance the foregoing appropriations:

<b>Charlotte Law Enforcement Service District Tax Rate</b> <u>11.70¢</u> Based on Estimated Assessed Valuation in the Charlotte ETJ Law Enforcement Service District of \$13,253,021,218
<b>Cornelius Law Enforcement Service District Tax Rate</b> <u>27.23¢</u> Based on Estimated Assessed Valuation in the Cornelius ETJ Law Enforcement Service District of \$73,956,011
<b>Davidson Law Enforcement Service District Tax Rate</b> <u>11.70¢</u> Based on Estimated Assessed Valuation in the Davidson ETJ Law Enforcement Service District of \$464,435,838
<b>Huntersville Law Enforcement Service District Tax Rate</b> <u>11.70¢</u> Based on Estimated Assessed Valuation in the Huntersville ETJ Law Enforcement Service District of \$2,506,656,192
<b>Mint Hill Law Enforcement Service District Tax Rate</b> <u>11.70¢</u> Based on Estimated Assessed Valuation in the Mint Hill ETJ Law Enforcement Service District of \$886,763,254
<b>Pineville Law Enforcement Service District Tax Rate</b> <u>11.85¢</u> Based on Estimated Assessed Valuation in the Pineville Law Enforcement Service District of \$692,679,204

**Section V.** There is also hereby levied for the fiscal year beginning July 1, 2023 and ending June 30, 2024, the following rate of property tax on each one hundred dollars (\$100) of assessed valuation of taxable property subject to taxation in the Fire Protection Service Districts as listed for taxes as of January 1, 2023, in addition to that levied throughout the County, for the purpose of raising the revenue for the Fire Protection Service Districts as set forth in the foregoing estimates of revenues, and in order to finance the foregoing appropriations:

<b>Charlotte ETJ Fire Protection Service District Tax Rate</b> <u>8.76¢</u> Based on Estimated Assessed Valuation in the Charlotte ETJ Fire Protection Service District of \$13,895,492,106
<b>Cornelius ETJ Fire Protection Service District Tax Rate</b> <u>4.53¢</u> Based on Estimated Assessed Valuation in the Cornelius ETJ Fire Protection Service District of \$73,956,011
<b>Davidson ETJ Fire Protection Service District Tax Rate</b> <u>7.08¢</u> Based on Estimated Assessed Valuation in the Davidson ETJ Fire Protection Service District of \$464,435,838
<b>Huntersville ETJ Fire Protection Service District Tax Rate</b> <u>6.53¢</u> Based on Estimated Assessed Valuation in the Huntersville ETJ Fire Protection Service District of \$2,506,656,192

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**Mint Hill ETJ Fire Protection Service District Tax Rate 6.00¢**  
**Based on Estimated Assessed Valuation in the Mint Hill ETJ Fire Protection Service District of**  
**\$886,763,254**

**Section VI.** The foregoing appropriations, schedules of expected revenues, and taxes levied, are based on the annual budget as hereby approved, a summary of which budget is attached as *Schedule No. 1*, and the terms of which budget are hereby specifically incorporated by reference.

**Section VII.** The total of all remaining amounts encumbered for outstanding purchase orders and contracts at June 30, 2023 shall be re-appropriated for expenditure in the current fiscal year.

**Section VIII.** The Management and Budget Director, as approved by the County Manager, is hereby authorized to transfer the unencumbered balance, or any portion thereof, from one appropriation to another appropriation within the same fund. Expenditures will be controlled for financial reporting purposes at the agency level and for operational purposes within organization units at the appropriation unit for all category levels (4000, 5000, 6000, 7000, 8000 and 9000 series of accounts). The original capital outlay appropriation by organization unit may not be increased by transfer by more than \$100,000 of local funds without specific Board action. The Management and Budget Director may authorize, at the request of the affected department head or his/her designee, the substitution of one capital outlay item for another within the appropriation limits set forth above. The Management and Budget Director may authorize non-locally funded changes in capital outlay resulting from Federal, State, or other grant funding as requested by the affected department.

**Section IX.** The County Manager or her designee may award and execute contracts that are not required to be bid or which N.C.G.S. 143-131 allows to be let on informal bids so long as the budget or appropriate capital project ordinance or capital reserve fund contains sufficient appropriated but unencumbered funds for such purposes. On behalf of Mecklenburg County, the County Manager, or her designee, may enter into and execute change orders or amendments to construction contracts when the appropriate capital project or capital reserve fund contains sufficient appropriated but unencumbered funds allocated for such construction projects. On behalf of Mecklenburg County, the County Manager, or her designee, may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where N.C.G.S. 153A-248(b), 259, 449 or any similar statutes require such contracts. On behalf of the Mecklenburg County Consolidated Human Services Agency ("Human Services Agency"), the County Manager or her designee, may award and execute contracts which are not required to be bid or which N.C.G.S. 143-131 allows to be let on informal bids so long as the budget contains sufficient appropriated but unencumbered funds for such purposes, and may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where N.C.G.S. 122C-141, 142 or any similar statutes require such contracts. The County Manager or her designee may execute contracts on behalf of the Human Services Agency or the County, to render services, at not less than full cost, with the State, other political subdivisions of the State and outside agencies. The County Manager or her designee may execute contracts or other agreements with the State of North Carolina required by the State in connection with the receipt of revenues that are included in the estimate of revenues. The County Manager shall exercise her authority to designate individuals who are authorized to award and execute contracts only by a written memorandum of delegation filed with the Clerk to the Board, the County Attorney, and the Director of Finance, except that the County Manager may designate the Deputy County Managers without filing a written memorandum of delegation. Provided, however, equipment leases for fewer than 30 days, and purchase orders may be processed without the signature of the County Manager or her designee if processed in accordance with policies of the Finance Department. The County Manager may delete positions as part of a reorganization, but the Board must approve all new permanent positions.

**Section X.** That there is hereby established the Code Enforcement Special Revenue Fund to account for all expenses and revenues attributable to the Code Enforcement program. The purpose of the fund is to support the provision of Code Enforcement services.

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### June 6, 2023

**Section XI.** That there is hereby appropriated to the Solid Waste Enterprise Fund all Residential Solid Waste Fees, user fees, tipping fees, revenues from sale of recyclables and other revenues attributable to the program. A Residential Solid Waste Fee of \$44.50 per year is imposed under N.C.G.S. 153A-292 for the fiscal year beginning July 1, 2023 and ending June 30, 2024, on all mobile homes, single family and multi-family residences located in Mecklenburg County on January 1, 2023, as provided in the Residential Solid Waste Fee Ordinance. Such fees are to be added to the 2023 property tax bill, are payable in the same manner as property taxes, and, in the case of nonpayment, may be collected in any manner by which delinquent personal or real property taxes can be collected. The Residential Solid Waste Fee Ordinance provides additional details about this fee.

**Section XII.** That there is hereby appropriated to the Scrap Tire Special Revenue Fund all other revenues attributable to the program.

**Section XIII.** That there is hereby appropriated to the White Goods Special Revenue Fund all other revenues attributable to the program.

**Section XIV.** That there is hereby appropriated to the Storm Water Enterprise Fund all user fees and other revenues attributable to the program.

**Section XV.** That there are hereby appropriated to the Law Enforcement Service District Funds (special revenue funds) revenues from the collection of the Law Enforcement Service Districts Ad Valorem tax at the rates stated in Section IV to cover the cost for servicing all districts. Revenue may be used from multiple service districts to pay a single service agreement for the districts.

**Section XVI.** That there are hereby appropriated to the Fire Protection Service District Funds (special revenue funds) the revenues from the collection of the Fire Protection Service Districts Ad Valorem tax at the rates stated in Section V to cover the cost for servicing all districts.

**Section XVII.** The Director of Finance is authorized to transfer as a loan from the General Fund to the Law Enforcement and Fire Protection Service District Funds, such funds necessary to provide cash for operation until such time as revenues received from all sources are sufficient to provide funding for expenditures. Any such loan is to be paid back to the General Fund when cash balances allow for repayment.

**Section XVIII.** A transfer of \$14,660,000 is authorized to the Technology Reserve Fund as a transfer from the Debt Service Fund. Funds appropriated can only be utilized for technology in the current fiscal year or subsequent fiscal years.

**Section XIX.** A transfer of \$12,000,000 is authorized to the Capital Reserve Fund as a transfer from the Debt Service Fund. Funds appropriated can only be utilized for capital expenditures in the current fiscal year or subsequent fiscal years.

**Section XX.** A transfer of \$30,712,000 is authorized to the Preventative Maintenance Fund with \$4,960,000 from the General Fund and \$25,752,000 from the Debt Service Fund. Funds appropriated can only be utilized for capital expenditures in the current or subsequent fiscal years.

**Section XXI.** A transfer of \$3,567,000 is authorized to the Vehicle Reserve Fund as a transfer from the Debt Service Fund. Funds appropriated can only be utilized for purposes described in the Vehicle Replacement Reserve Fund Ordinance either in the current or subsequent fiscal years.

**Section XXII.** A transfer of \$61,635,600 is authorized to the Environmental Leadership Action Plan Fund, \$11,635,600 from the General Fund and \$50,000,000 from the Debt Service Fund, to support operating and capital expenses related to the plan, to include facility retrofits, vehicle purchases, invasive species, land acquisition, and other related expenditures in either the current or subsequent fiscal years.



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### June 6, 2023

**Section XXIII.** The Rental Subsidy Program Fund is hereby renamed to the Affordable Housing Fund. A transfer of \$13,288,045 authorized to the Affordable Housing Fund, \$5,942,045 from the General Fund and \$7,346,000 from the Debt Service Fund. The purpose of the fund is to support expenditures related to housing security in Mecklenburg County.

**Section XXIV.** There is hereby appropriated \$1,165,059 in fund balance from the Child Support Reinvestment Special Revenue Fund to be used for child support services enhancements either in the current or subsequent fiscal years.

**Section XXV.** The FY2024 Financial Plan for the Enterprise Risk Management Internal Service Fund for expenses related to risk mitigation, insurance premiums, claims payments, and other related expenses is hereby adopted. See *Schedule No. 2* for the FY2024 Financial Plan as required by N.C.G.S. 159-13.1.

**Section XXVI.** The FY2024 Financial Plan for the Employee Medical Benefits Internal Service Fund for expenses related to the county medical plan, dental plan, and other benefit plans for active and retired employees is hereby adopted. See *Schedule No. 2* for the FY2024 Financial Plan as required by N.C.G.S. 159-13.1.

**Section XXVII.** In accordance with N.C.G.S. 115D-58.2, the Director of Finance is directed to provide, based on the appropriations herein, funds to Central Piedmont Community College as needed (with at least one transfer of funds during each month for which funds are requested) to meet the expenditures reflected in the approved budget. All unexpended and unencumbered funds at the end of the fiscal year shall be returned to Mecklenburg County within thirty (30) days after the close of the fiscal year.

**Section XXVIII.** The appropriations to the Charlotte-Mecklenburg Board of Education have been allocated by purpose, function and project as defined in the uniform budget format, as shown on *Schedule No. 3*. The Charlotte-Mecklenburg Board of Education must obtain the approval of the Board for any amendment to the Board of Education's budget which would (a) increase or decrease appropriation for capital outlay approved by the Board of Commissioners for such projects as listed in N.C.G.S. 115C-426(f)(1) or (2), or (b) increase or decrease the amount of other County appropriations allocated to a purpose or function by more than ten (10%) percent.

**Section XXIX.** That there is hereby appropriated to the Debt Service Fund actual proceeds of revenues dedicated for debt service, specifically sales tax Articles 40 and 42 received and allocated for schools, lottery, ABC, investment revenue, property taxes, and other revenue. The total appropriation for this fund is \$496,307,221. Funds appropriated can only be utilized for debt service or pay-as-you-go capital funding in the current or subsequent fiscal years.

The Director of Finance is authorized to transfer, as a loan from the General Fund to the Debt Service Fund, necessary funds to provide cash for operation until such time as revenues received from all sources are sufficient to provide funding for expenditures. The loan is to be paid back to the General Fund when cash balances allow for repayment.

The Director of Finance is authorized to appropriate amounts needed to fund current fiscal year debt issues that have been approved by the Board of County Commissioners.

**Section XXX.** That there is hereby appropriated to the Transit Sales Tax Special Revenue Fund, such actual proceeds as received to be transferred by the Director of Finance to the City of Charlotte to account for the proceeds of the one-half percent local government sales and use tax, in accordance with the provisions of the Transit Governance Interlocal Agreement.

**Section XXXI.** That there is hereby appropriated to the Fee Collection for State Special Revenue Fund such actual proceeds as received to be transferred by the Director of Finance to the State of North Carolina.

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**Section XXXII.** That there is hereby appropriated to the Representative Payee Funds Special Revenue Fund such actual proceeds as received to eligible payees.

**Section XXXIII.** That the Board's Human Resources Policy is hereby amended to include the following additional benefits. The County Manager is authorized to make any necessary changes to the Human Resource Policy and Procedures to reflect the additional benefits

- Frontload 5 days of vacation for new county hires
- Increase maximum vacation cash out for eligible employees from 240 hours to 280
- Amend language regarding bereavement from "up to 24 consecutive hours" to "up to 5 non- consecutive days"
- Vacation hour accrual rates for regular employees, per hour worked:
  - Under 2 years of service: 0.05385
  - 2 – 4 years of service: 0.06154
  - 5 – 9 years of service: 0.07308
  - 10 – 14 years of service: 0.09231
  - 15 – 19 years of service: 0.10385
  - 20+ years of service: 0.11924
- Allow vacation leave accrued in excess of 35 days or 280 hours during a calendar year to be converted to sick leave at the end of each calendar year.

**Section XXXIV.** The fees submitted by the Public Health department, Land Use and Environmental Services department, and Park and Recreation department in support of their budget requests are approved.

**Section XXXV.** The compensation and allowances for the Board of County Commissioners shall be as provided in the annual budget, the details of which are shown attached in *Schedule No. 4*, and the terms of which are hereby specifically incorporated herein by reference.

**Section XXXVI.**

The motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and carried on the following vote:

**AYES**

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**NAYES**

\_\_\_\_\_  
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\_\_\_\_\_

**Meeting Minutes**  
**June 6, 2023**

**Budget Summary By Fund**  
**FY 2023 - 2024**

Schedule 1

Fund	Appropriation	Fund Balance	Federal Aid	State Aid	Fee Revenue	Other Revenue	Sales Taxes	Prior Year Taxes	Current Year Taxes
General Fund	\$ 1,604,715,733	\$ 24,681,968	\$ 102,033,897	\$ 16,477,414	\$ 7,203,012	\$ 122,923,885	\$ 299,854,465	\$ 5,335,331	\$ 1,026,405,761
Debt Service Fund	496,307,221	87,573,000	1,061,000	9,500,000		15,145,386	87,673,415		295,354,420
Code Enforcement Fund	45,241,249				45,241,249				
Solid Waste Disposal Enterprise Fund	45,901,014			222,109	42,808,125	2,870,780			
Scrap Tire Fund	2,400,000			1,900,000		500,000			
White Goods Fund	630,000			630,000					
Storm Water Enterprise Fund	27,739,867				24,875,866	2,864,001			
Transit Sales Tax	80,865,522						80,865,522		
Fee Collection for State Fund	22,520,000					22,520,000			
Representative Payee Fund	120,000					120,000			
Charlotte ETJ - FPSD	11,932,229								11,932,229
Cornelius ETJ - FPSD	32,832								32,832
Davidson ETJ - FPSD	324,972	2,546							322,426
Huntersville ETJ - FPSD	1,602,908								1,602,908
Mint Hill ETJ - FPSD	521,418								521,418
Charlotte ETJ - LESD	15,201,670								15,201,670
Cornelius ETJ - LESD	197,355								197,355
Davidson ETJ - LESD	532,522								532,522
Huntersville ETJ - LESD	2,874,132								2,874,132
Mint Hill ETJ - LESD	1,016,763								1,016,763
Pineville ETJ - LESD	848,142	43,734							804,408
<b>TOTALS</b>	<b>\$ 2,361,525,549</b>	<b>\$ 112,301,248</b>	<b>\$ 103,094,897</b>	<b>\$ 28,729,523</b>	<b>\$ 120,128,252</b>	<b>\$ 166,944,052</b>	<b>\$ 468,193,402</b>	<b>\$ 5,335,331</b>	<b>\$ 1,356,798,844</b>

2023-2024 Tax Rate per \$100 of Assessed Value:

General & Debt Service Fund	
Yield of 1¢ Tax Rate	
Gross	\$28,121,070
Less: 0.65% Allowance for Uncollectibles	-182,787
NET	<u>\$27,938,283</u>
2023-2024 Tax Rate	47.31 ¢
2023-2024 Est. Assessed Valuation	\$281,210,700,419

2023-2024 Tax Rate per \$100 of Assessed Value:

Charlotte ETJ Fire District	
Yield of 1¢ Tax Rate	
Gross	\$1,389,549
Less: 2% Allowance for Uncollectibles	-27,791
NET	<u>\$1,361,758</u>
2023-2024 Tax Rate	8.76 ¢
2023-2024 Est. Assessed Valuation	\$13,895,492,106

2023-2024 Tax Rate per \$100 of Assessed Value:

Cornelius ETJ Fire District	
Yield of 1¢ Tax Rate	
Gross	\$7,396
Less: 2% Allowance for Uncollectibles	-148
NET	<u>\$7,248</u>
2023-2024 Tax Rate	4.53 ¢
2023-2024 Est. Assessed Valuation	\$73,956,011

2023-2024 Tax Rate per \$100 of Assessed Value:

Davidson ETJ Fire District	
Yield of 1¢ Tax Rate	
Gross	\$46,444
Less: 2% Allowance for Uncollectibles	-929
NET	<u>\$45,515</u>
2023-2024 Tax Rate	7.08 ¢
2023-2024 Est. Assessed Valuation	\$464,435,838

# Meeting Minutes

## June 6, 2023

### Budget Summary By Fund FY 2023 - 2024

Schedule 1

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Huntersville ETJ Fire District	
Yield of 1¢ Tax Rate	
Gross	\$250,666
Less: 2% Allowance for Uncollectibles	<u>-5.013</u>
NET	<u>\$245,652</u>
2023-2024 Tax Rate	<u>6.53 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$2,506,656,192</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Mint Hill ETJ Fire District	
Yield of 1¢ Tax Rate	
Gross	\$88,676
Less: 2% Allowance for Uncollectibles	<u>-1.774</u>
NET	<u>\$86,903</u>
2023-2024 Tax Rate	<u>6.00 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$886,763,254</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Charlotte ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$1,325,302
Less: 2% Allowance for Uncollectibles	<u>-26,506</u>
NET	<u>\$1,298,796</u>
2023-2024 Tax Rate	<u>11.70 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$13,253,021,218</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Cornelius ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$7,396
Less: 2% Allowance for Uncollectibles	<u>-148</u>
NET	<u>\$7,248</u>
2023-2024 Tax Rate	<u>27.23 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$73,956,011</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Davidson ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$46,444
Less: 2% Allowance for Uncollectibles	<u>-929</u>
NET	<u>\$45,515</u>
2023-2024 Tax Rate	<u>11.70 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$464,435,838</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Huntersville ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$250,666
Less: 2% Allowance for Uncollectibles	<u>-5.013</u>
NET	<u>\$245,652</u>
2023-2024 Tax Rate	<u>11.70 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$2,506,656,192</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Mint Hill ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$88,676
Less: 2% Allowance for Uncollectibles	<u>-1.774</u>
NET	<u>\$86,903</u>
2023-2024 Tax Rate	<u>11.70 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$886,763,254</u>

#### 2023-2024 Tax Rate per \$100 of Assessed Value:

Pineville ETJ Law Enforcement Service District	
Yield of 1¢ Tax Rate	
Gross	\$69,268
Less: 2% Allowance for Uncollectibles	<u>-1,385</u>
NET	<u>\$67,883</u>
2023-2024 Tax Rate	<u>11.85 ¢</u>
2023-2024 Est. Assessed Valuation	<u>\$692,679,204</u>



**Meeting Minutes**  
**June 6, 2023**

Schedule 2

<b>Employee Benefits Internal Service Fund</b>	
<i>FY2024 Financial Plan</i>	
	<b>FY2024 Estimate</b>
Revenues	123,096,563
Expenditures	123,096,563

<b>Risk Management Internal Service Fund</b>	
<i>FY2024 Financial Plan</i>	
	<b>FY2024 Estimate</b>
Revenues	9,037,646
Expenditures	9,037,646

**Meeting Minutes**  
**June 6, 2023**

Schedule 3

**MECKLENBURG COUNTY, NORTH CAROLINA**  
**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION PROPOSED BUDGET**  
**FISCAL YEAR 2023-2024**

<b>5000</b>	<b>Instructional Services</b>		<b>Total Appropriation</b>
5100	Regular Instructional	\$	188,641,317
5200	Special Populations		26,589,274
5300	Alternative Programs		21,162,691
5400	School Leadership Services		35,733,364
5500	Co-Curricular		5,521,367
5800	School-Based Support		30,108,896
	<b>Subtotal Instructional Services</b>	<b>\$</b>	<b>307,756,909</b>
<b>6000</b>	<b>System-Wide Support Services</b>		
6100	Support and Development	\$	11,330,921
6200	Special Population Support and Development		2,182,368
6300	Alternative Programs Support and Development		1,947,447
6400	Technology Support		17,757,607
6500	Operational Support		114,503,571
6600	Financial and Human Resource Services		24,983,021
6700	Accountability		5,969,248
6800	System-wide Pupil Support		4,543,516
6900	Policy, Leadership and Public Relations		16,762,373
	<b>Subtotal System-Wide Support Services</b>	<b>\$</b>	<b>199,980,072</b>
<b>8000</b>	<b>Non-Programmed Charges</b>		
8100	Payments to Charter Schools	\$	89,178,868
	<b>Subtotal Non-Programmed Charges</b>	<b>\$</b>	<b>89,178,868</b>
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$</b>	<b>596,915,849</b>
<b>9000</b>	<b>Capital Outlay</b>		
9100	Category I Projects	\$	22,960,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$</b>	<b>22,960,000</b>

Note: Amendments to this appropriation may be requested by the Board of Education to the Board of County Commissioners, per Section XXVIII of the Budget Ordinance. This appropriation includes only County funds, and excludes funding from the State of North Carolina, the Federal government, and other sources. Total Capital Outlay includes funding for preventative maintenance that may be transferred by the County to a multiyear fund to be expended solely for CMS facility maintenance & repair.

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Schedule 4

**Mecklenburg County, North Carolina  
Board of County Commissioners  
Compensation & Allowances  
Fiscal Year 2023-2024**

**Salaries**

(1) Chairman at \$43,081 and (7) Commissioners at \$34,463 each	\$316,989
Commissioner Patricia Cotham at \$32,667	

**Auto Allowance**

(1) Chairman at \$5,642 and (7) Commissioners at \$5,188 each	\$46,876
Commissioner Patricia Cotham at \$4,918	

**Technology Allowance**

(8) Commissioners at \$5,689 each	\$50,905
Commissioner Patricia Cotham at \$5,393	

**Expense Allowance**

(8) Commissioners at \$10,644 each	\$95,242
Commissioner Patricia Cotham at \$10,090	

<b>Total Compensation and Allowances</b>	<b>\$510,012</b>
--	------------------

***Ordinance recorded in full in Ordinance Book ---, Document #---.***

**Meeting Minutes**

**June 6, 2023**

**DEPARTMENTAL DIRECTORS' MONTHLY REPORTS – NONE**

**STAFF REPORTS & REQUESTS - NONE**

**COUNTY COMMISSIONERS REPORTS & REQUESTS - NONE**

**CONSENT ITEMS**

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

**23-0326      TAX REFUNDS**

Approve refunds in the amount of \$5,501.81 for registered motor vehicles as statutorily required to be paid as requested by the County Assessor and

Approve refunds in the amount of \$4,040.70 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 \$69.01 in the refund amount of \$4,040.70. Refunds total \$4,040.70.*

**23-0333      GRANT APPLICATION - FEMA LETTER OF MAP REVISION REVIEW  
PARTNERS - LUESA**

## **Meeting Minutes**

**June 6, 2023**

*Approve submission of grant application for up to \$50,000 to Department of Homeland Security - Federal Emergency Management Agency (FEMA) to be used for flood map maintenance, if awarded, recognize, receive, and appropriate the awarded grant funds in Storm Water Grant Fund G705 through completion of the project; and if awarded, adopt a grant project ordinance for the Letter of Map Revision Review Partners grant in LUESA Grant Fund G705.*

*Background: On July 1, 2006, Charlotte-Mecklenburg became the first local entity in the country to be given the authority to process requests for Letters of Map Revision (LOMR). FEMA provides funding for these activities through a grant that reimburses Mecklenburg County for expenses incurred. These LOMRs make conditional and permanent changes to our Flood Insurance Rate Maps, which are used for floodplain management activities such as rating flood insurance, regulating development, assessing existing flood risk, etc.*

*The requested actions are necessary to continue the program and associated funding so that Charlotte-Mecklenburg Storm Water Services will be reimbursed by FEMA for the actual cost of processing LOMRs within Mecklenburg County, the City of Charlotte, and all six (6) towns.*

**Meeting Minutes**  
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**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the Department of Homeland Security / Federal Emergency Management Agency (FEMA). The grant has been made available to Mecklenburg County under the Cooperating Technical Partners Letter of Map Revision (LOMR) Review Partners program up to the amount of \$50,000; and

**WHEREAS,** the grant funds must be used to reimburse Mecklenburg County for staff expenses incurred processing requests for flood map revisions within Mecklenburg County; and

**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 FEMA grant application is hereby authorized to be undertaken for the duration of the grant.
- Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the LOMR Review Partners grant and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements made by FEMA.
- Section 3. The following revenues are anticipated for Mecklenburg County in the G705 fund to complete this project:
- FEMA Letter of Map Revision Review Partners: up to \$50,000**
- Section 4. The following expenses are appropriated for Mecklenburg County in the G705 fund to complete this project:
- FEMA Letter of Map Revision Review Partners: up to \$50,000**

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

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

***Ordinance recorded in full in Ordinance Book ---, Document #---***

**Meeting Minutes**  
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**23-0335                      SOLE SOURCE PURCHASE -- SHERIFF'S OFFICE - MPH ENTERPRISES - BEE  
III RADAR**

Approve the purchase of the MPH Enterprises Bee III Radar without competitive bidding, as authorized by the sole source exemption of G.S. 143-129(e)(6).

*Background: \*G.S. 143-129(e)(6) provides that formal bidding requirements do not apply when:*

- 1. Performance or price competition for a product is not available;*
- 2. A needed product is available from only one source or supply; or*
- 3. Standardization or compatibility is the overriding consideration.*

*\*Sole sourcing is necessary because this radar unit can only be purchased from the manufacturer directly as they don't have distributors for their products. The Bee III model radar is only available from the manufacturer MPH Industries, Inc.*

*\*The Governing Board must approve purchases made under the sole source exception.*

*The Mecklenburg County Sheriff's Office is a law enforcement organization that has responsibility to enforce applicable laws including traffic enforcement. The Sheriff's Office also participates in the North Carolina Governor's Highway Safety Program (NCGHSP) which is aimed at promoting roadway safety. Excessive speed is the most common cause of accidents and having radar devices gives the Sheriff's Office a tool to accurately measure the speed of a motorist during traffic enforcement.*

*The MPH Bee III Radar is the only device that Sheriff's Office Staff are certified to operate.*

*Funding for this purchase will come from the 2022 Justice Assistance Grant (JAG) funds approved by the Board on 11/15/2022 - Agenda Item 22-8011.*

*This sole source exemption will also suffice for future radar unit purchases going forward.*

**23-0344                      ACQUISITION OF FLOODPRONE PROPERTIES UNDER HAZARD  
MITIGATION GRANT PROGRAM 4393-0092-R**

Recognize, receive, and appropriate up to \$907,500 in State Acquisition and Relocation Funds granted through a State Acquisition and Relocation Fund Memorandum of Agreement (SARFMOA) through completion of the project.



## **Meeting Minutes**

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*Background: The Board of County Commissioners previously authorized the County Manager to negotiate and execute a State Acquisition and Relocation Fund Memorandum of Agreement (SARFMOA) at the February 7, 2023, meeting under consent item 23-0106. The requested action is to recognize, receive and appropriate this funding.*

*Consistent with the Flood Risk Assessment and Risk Reduction Plan (Plan), adopted by the Board on May 1, 2012, Storm Water Services (STW) pursued grant funds for a voluntary buyout of numerous homes in the McDowell Farms neighborhood through FEMA's Hazard Mitigation Grant Program (HMGP) in February 2020. The grant was approved in 2022 and implementation is underway.*

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**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF EMERGENCY MANAGEMENT**

**AND**

**MECKLENBURG COUNTY**

**STATE ACQUISITION RELOCATION FUNDS (SARF)**

**MEMORANDUM OF AGREEMENT (MOA)**

**MOA#** DRA5369-092  
**MOA Amount:** \$907,500.00

**County:** MECKLENBURG  
**Tax ID/EIN#:** 56-6000319

**MOA Period of Performance:** March 12, 2020 through March 12, 2023

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date 2/20/2023 | 08:12:09 EST by and between the **TOWN/CITY/COUNTY OF MECKLENBURG** ("Municipality"), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM").

**WITNESSETH:**

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124 Section 4.1(4)) and directed Sixty-Six Million, Two Hundred Twenty-Eight Thousand, Three Hundred Seventy Dollars (\$66,228,370) to the State Emergency Response and Disaster Relief Fund to provide the State match for federal disaster assistance programs;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119) and allocated Twenty Million Dollars (\$20,000,000) to the Department of Public Safety, Division of Emergency Management for various projects including housing elevation, acquisition, and mitigation for homes not covered by the Hazard Mitigation Grant Program ("HMGP"), and to provide State Acquisition Relocation Funds ("SARF"), which enable low to moderate income homeowners to purchase homes;

WHEREAS, the North Carolina General Assembly in the Current Operations Appropriations Act of 2018 provided for Disaster Recovery (S.L. 2018-5, Sec. 5.6(b)(5)), Twenty Five Million,

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Fourteen Thousand, Seven Hundred Seventy-Six Dollars (\$25,014,776) to the Department of Public Safety, Division of Emergency Management for various projects including housing elevation, acquisition, and mitigation reconstruction for homes not covered by the HMGP, and to provide SARF, which enable low to moderate income homeowners to purchase homes, and to provide flood insurance subsidies;

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(1) and (d)(3), and NCEM's Standard Operating Procedures for Hazard Mitigation, and subject to the terms and conditions of this Agreement, NCEM will provide a grant to the Municipality for the purpose of providing State Acquisition Relocation Funds or other URA assistance to eligible storm survivors;

WHEREAS, the North Carolina General Assembly has made funds available through NCEM to the MUNICIPALITY for owner relocation assistance and tenant relocation assistance under the provisions of the Disaster Recovery Acts of 2016, 2017, and the Current Operations Appropriations Act of 2018, the Stafford Act at 42 U.S.C. 5181 and its implementing regulations at 44 C.F.R. Part 25, the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (URA), 42 U.S.C. 4601 et. seq., as amended, and its implementing regulations at 49 C.F.R. Part 24, 24 C.F.R. Part 42, and 24 C.F.R. 570.606, and the North Carolina Uniform Relocation Assistance and Real Property Acquisition Policies Act, N.C. Gen. Stat. §133-5 et. seq.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the Municipality agree as follows:

- I. **SCOPE OF SERVICES:** Pursuant to the Disaster Recovery Acts of 2016, 2017, and 2018, funds provided by this Agreement may be used by the Municipality for the following housing-related activity:
  - **State Acquisition Relocation Funds (SARF).** SARF provides a gap payment that may not exceed \$50,000 to help a household relocate from a currently damaged home to a similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by Hazard Mitigation Grant Program (HMPG) or other federal programs. In addition to the gap payment, the Municipality may also provide applicants with up to an additional \$5,000 in relocation costs through SARF.

For any funds provided from the Disaster Recovery Acts of 2017 or 2018, only low-to moderate-income households are eligible for SARF. Households not meeting income eligibility for Disaster Recovery Acts of 2017 or 2018 will be funded for SARF by the Disaster Recovery Act of 2016. Additional program requirements and guidelines will be provided by NCEM.

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Income Eligibility Requirements Table		
Number of household family members or full-time occupants that exceed 18 years of age:	Annual Income Should Exceed*	Annual Income can be no greater than
Single occupant household	\$25,745	\$84,260
Two or more-person household.	\$29,403	\$84,260

**II. LIMITATIONS ON THE USE OF FUNDS:** The following limitations on the use of funds apply:

- a) **Limited Activities:** No funds provided under this Agreement may be used for activities that are not listed in Section I above.
- b) **Proposal Submission:** Before the Municipality may begin work on any activity for which it will seek funds under this Agreement, the Municipality must submit a proposal for the use of funds, which must be approved by NCEM before the Municipality begins work on the activity. The proposal must show how the Municipality plans to award SARF funds to applicants who are eligible for expenses that are eligible, under SARF program guidelines to be provided by NCEM.
- c) **Eligibility Limitations:** No funds provided under this Agreement may be used in a way that will adversely affect a person's or entity's eligibility for funding under the (HMPG). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no HMPG funds have been allocated to the Municipality for the activity in question, or (2) HMPG funds have been allocated to the Municipality for the activity in question, but the Municipality certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded HMPG funds due to insufficient funds allocated to the Municipality or the homeowner or entity is otherwise ineligible for HMPG.
- d) **Federal Funding Priority:** No funds provided under this Agreement may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs "will be" covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs "likely will be" covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) **Floodplain Limitations:** No funds provided under this Agreement may be expended for the construction of or movement of a household to any residence within the 100- year floodplain unless the Municipality certifies that no appropriate housing or housing sites are available outside of the floodplain and the replacement housing is approved by NCEM according to program guidelines. If the relocated home is in the floodplain, the homeowner shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds, and shall

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encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.

- f) **Insurance Subrogation:** If a person's home is relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for damage to the original home, and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The Municipality shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
  - g) **Acquisition Buyout Deed Restrictions:** For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the Municipality takes ownership of the land, the deed restrictions still apply.
  - h) **Applicant Equity to Other Recovery Programs:** The homeowner or applicant who applies to the Municipality or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's HMPG Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.
- III. COMPENSATION:** NCEM will reimburse the Municipality up to the maximum authorized for this project which is **\$907,500.00** under this Agreement. The entirety of the Agreement amount is a grant to the Municipality by NCEM. The Municipality will submit to NCEM a request for reimbursement of SARF funds for each property acquired and will annotate on the HUD-1 the amount of SARF provided. The use of all funds under this Agreement must be submitted to NCEM no later than **March 12, 2023**. The term of the agreement may be extended upon written request of the Municipality to the Agency.
- Any funds not expended by **June 10, 2023** are subject to the claw-back provisions of Paragraph V below.
- IV. REIMBURSEMENT:** All cost must be verified through receipts and other documents. Payment shall be submitted to the Municipality after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:



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NCDPS-Division of Emergency Management  
Hazard Mitigation Section  
4238 Mail Service Center  
Raleigh, NC 27699-4238

The Municipality must include an original, signed copy of each cost report.

- V. **CLAW-BACK:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the Municipality violate the terms of this Agreement or should it become apparent that the Municipality will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the Municipality reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. **REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. **TAXES:** The Municipality shall be responsible for all taxes.
- VIII. **WARRANTY:** The Municipality will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
- IX. **POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the Municipality, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT.

The NCEM contact shall be **Director William C. Ray** or his designee.

The Municipality contact shall be **Dena R. Diorio** or her designee.

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- X. **PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. **AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to Municipality officers, employees, agents, and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. **E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Municipality. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. **COMPLIANCE:** The Municipality shall be wholly responsible for financing to be made under this AGREEMENT and for the supervision of its employees and assistants. The Municipality shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement.
- XVII. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits, and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.
- XVIII. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of NCEM and the Municipality's manager.



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**XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until **March 12, 2023**

The Parties may terminate this Contract by mutual written consent with 30 days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever they determine that the Municipality has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the Municipality or a subsequent recipient in the observance or performance of any of the terms, conditions, or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the Municipality in connection with the Grant or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If Municipality abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the Municipality, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the Municipality and the Municipality shall return to NCEM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, NCEM may require the return of unspent funds. NCEM may, in its sole discretion, allow the Municipality to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

**XX. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Municipality, to NCEM and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will be effective as of the date of execution. The last signature shall be that of William C. Ray, the Director of the North Carolina Division of Emergency Management of the North Carolina Department of Public Safety.

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[signatures on following pages]

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**IN WITNESS WHEREOF, the parties have each executed this Agreement, which shall be effective upon the date of the last signature below.**

Dena R. Diorio  
Dena R. Diorio  
County Manager  
Mecklenburg County

2/18/2023 | 14:14:53 EST  
Date

William C. Ray  
William C. Ray, Director  
North Carolina Emergency Management

2/18/2023 | 16:20:37 EST  
Date

Will Polk  
Will Polk, Deputy General Counsel  
Reviewed for the Department of Public Safety

2/10/2023 | 16:51:51 EST  
Date

Allis Talley-Burton  
Allis Talley-Burton, Controller  
North Carolina Department of Public Safety

2/20/2023 | 08:12:09 EST  
Date

**Agreement recorded in full in Ordinance Book ---, Document #---**

## Meeting Minutes

June 6, 2023

23-0347

### **BUDGET AMENDMENT - JCPC INTENSIVE INTERVENTION SERVICES PROGRAM - CRIMINAL JUSTICE SERVICES (REVENUE INCREASE)**

Recognize, receive, and appropriate \$59,331 in state funds from the North Carolina Department of Public Safety (NCDPS), Division of Adult Correction and Juvenile Justice in the General Grants Fund (G001); and adopt a grant project ordinance for the Youth Development Initiative (YDI) in the General Grant Fund (G001).

*Background: The North Carolina Department of Public Safety (NCDPS) and the Juvenile Crime Prevention Council (JCPC) has awarded funding for the Youth Development Initiatives (YDI) Vocational and Career Development Academy Intensive Intervention Services program. The YDI Vocational and Career Development Academy will engage Level II juvenile clients referred by juvenile court in a vocational job training program that nurtures real world job readiness and individualized career planning skills. The sponsoring agency is YDI, which will be providing services to youth and families in Mecklenburg County through the program. The agreement is entered into by and between NCDPS, Mecklenburg County, JCPC and YDI. The funds will be available July 1, 2023 through June 30, 2024.*

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**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the North Carolina Department of Public Safety (NCDPS). The grant has been made available to Mecklenburg County under the Youth Development Initiative (YDI) Vocational and Career Development Academy Intensive Intervention Services program up to the amount of \$59,331; and

**WHEREAS,** the grant funds must be used to engage approximately 25 Level II juvenile clients ages 14 - 17 years or otherwise referred by juvenile court in a 25-week vocational job training program that nurtures real-world job readiness, provides exposure to trade skills, and builds individualized career planning skills; and

**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 (NCDPS) grant application is hereby authorized to be undertaken for the duration of the grant.

Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the Youth Development Initiative (YDI) Vocational and Career Development Academy Intensive Intervention Services program and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements North Carolina Department of Public Safety (NCDPS).

Section 3. The following revenues are anticipated for Mecklenburg County in the General Grants Fund (G001) to complete this project:

<b>Grant</b>	<b>\$59,331 (application/award amount)</b>
--------------	--

Section 4. The following expenses are appropriated for Mecklenburg County in the General Grants Fund (G001) to complete this project:

<b>Grant</b>	<b>\$59,331 (application/award amount)</b>
--------------	--

Adopted this 6th day of June 2023

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

***Ordinance recorded in full in Ordinance Book ---, Document #---***

**Meeting Minutes**  
**June 6, 2023**

**23-0352 SETTLEMENT APPROVAL - 3242 COMMONWEALTH AVENUE**

Approve settlement payment for property damage to County building.

*Background: This loss occurred on April 19, 2023, when a flush valve blew off the wall, causing significant water damage to the flooring and baseboards/lower portions of the wall.*

**23-0377 SETTLEMENT APPROVAL - DETENTION CENTER CENTRAL**

Approve settlement payment for property damage to County building.

*Background: This loss occurred on December 24, 2022, when a pipe burst on AHU and flooded the hallway in the community engagement area and the computer lab.*

**THIS CONCLUDED ITEMS APPROVED BY CONSENT**

---

**23-0357 PULLED CONSENT ITEMS**

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

**23-0287 CONSTRUCTION CONTRACT - BRIAR/LITTLE HOPE CREEK GREENWAY**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to award a construction contract to J.D. Goodrum Company, Inc. in the amount of \$3,813,035.85.

*Background: This contract is for the construction of the Briar/Little Hope Creek Greenway from Manning Drive, through the Marion Diehl Community Park, and terminating at Keystone Court. This project includes 7,380 LF (1.40 miles) of new greenway trail, prefabricated pedestrian bridges, and sections of boardwalk. The anticipated construction period will be approximately 18 months.*

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**23-0303      BUDGET AMENDMENT - DEPARTMENT OF SOCIAL SERVICES (REVENUE DECREASE)**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell and unanimously carried to amend the 2022-2023 Annual Budget Ordinance to decrease Low-Income Home Energy Assistance Program federal revenue and expenses of \$4,497,803 in the General Fund (0001) within the Department of Social Services; and amend the 2022-2023 Annual Budget Ordinance to decrease Crisis Intervention Program federal revenue and expenses of \$753,904 in the General Fund (0001) within the Department of Social Services.

*Background: In November of 2021, the Energy Assistance Provider Portal was established by the NC Department of Health and Human Services. The Energy Assistance Provider Portal will move the payment functionality for the Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Low Income Household Water Assistance Program (LIHWAP) from the counties making payments to the payments being made through an electronic payment by FIS directly to Energy providers checking or savings accounts. The portal became active in October 2022, and nearly all energy providers have enrolled and are being paid directly through the portal.*

**23-0331      CONSTRUCTION MANAGER AT RISK - SUBCONTRACTOR PRE-QUALIFICATIONS FOR THE PEDESTRIAN BRIDGE PROJECT**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to authorize the Subcontractor Prequalification procedure provided by New Atlantic Contracting, Inc. for the new Pedestrian Bridge Project connecting the Northeast Community Resource Center and the Eastway Regional Recreation Center.

*Background: The Board of County Commissioners authorized the use of Construction Manager at Risk Contract Methodology for this project at the June 7, 2022, meeting in accordance with G.S. 143-128.1. The Board approved the selection of New Atlantic Contracting, Inc. at its January 18, 2023, meeting.*

*Revisions to state law 2014-42 (H1043) amends G.S. 143-135.8 by establishing specific procedural requirements for when and how local governments may prequalify construction contractors to bid on construction and repair contracts. These requirements also apply to the prequalification of subcontractors by a Construction Manager at Risk under G.S. 143-128.1(c).*



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*New Atlantic Contracting, Inc. has provided a prequalification process based on the new statutory requirements that meet the following criteria:*

- 1. Be uniform, consistent, and transparent in its application to all bidders.*
- 2. Allow all bidders who meet the prequalification criteria to be prequalified to bid on the construction or repair work project (i.e., a bidder who meets the prequalification criteria must be allowed to bid on the project).*
- 3. The prequalification criteria, which must comply with all of the following:*
  - a. Be rationally related to construction or repair work.*
  - b. Not require that the bidder has previously been awarded a construction or repair project by the governmental entity.*
  - c. Permit bidders to submit history or experience with projects of similar size, scope, or complexity.*
- 4. Clearly state the assessment process of the criteria to be used.*
- 5. Establish a process for a bidder to protest to the governmental entity its denial of prequalification. The protest process must be completed prior to the bid opening to allow sufficient time for a bidder whose protest is successful to submit a bid on that project.*
- 6. Outline a process by which the basis for denial of prequalification will be communicated in writing, upon request, to a bidder who is denied prequalification.*

*The focus of these new requirements is to ensure that a prequalification process is conducted transparently, using criteria that relates to the specific project being bid and are applied objectively and fairly to all bidders. The requirements also give bidders an opportunity to learn why they were denied prequalification and to appeal that denial.*

*The Construction Manager plans to meet or exceed the following County MWBE Goals for participation in construction sub-contracts:*

*MBE- 15%*

*WBE- 8%*

*Total Goal- 23%*

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**GRANT PROJECT ORDINANCE**

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the Department of Homeland Security / Federal Emergency Management Agency (FEMA). The grant has been made available to Mecklenburg County under the Cooperating Technical Partners Letter of Map Revision (LOMR) Review Partners program up to the amount of \$50,000; and

**WHEREAS,** the grant funds must be used to reimburse Mecklenburg County for staff expenses incurred processing requests for flood map revisions within Mecklenburg County; and

**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 FEMA grant application is hereby authorized to be undertaken for the duration of the grant.

Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the LOMR Review Partners grant and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements made by FEMA.

Section 3. The following revenues are anticipated for Mecklenburg County in the G705 fund to complete this project:

**FEMA Letter of Map Revision Review Partners: up to \$50,000**

Section 4. The following expenses are appropriated for Mecklenburg County in the G705 fund to complete this project:

**FEMA Letter of Map Revision Review Partners: up to \$50,000**

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

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

***Ordinance recorded in full in Ordinance Book ---, Document #---***

## Meeting Minutes

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23-0334

### **AMEND FY2023 ANNUAL BUDGET ORDINANCE FOR LUESA SOLID WASTE FUND (7001)**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to amend the FY2023 Annual Budget Ordinance for the LUESA Solid Waste Fund (7001) to recognize, receive, and appropriate \$1,083,271 in additional revenue to support Solid Waste program expenses.

*Background: The LUESA Solid Waste Management Program has experienced additional costs in FY23 associated in operating the Materials Recycling Facility and increased operating costs associated with contracts for various aspects of waste management and equipment repair. These additional expenditures will be offset by an increase in revenue of \$1,083,271 which will be collected. The action requested will accommodate the required contractual commitments associated with contracts, maintenance, and recycling processing for FY23.*

### **23-0345 CONSTRUCTION CONTRACT - WEST BRANCH ROCKY RIVER AND WATER QUALITY IMPROVEMENTS PROJECT-PHASE II**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to authorize the County Manager to execute a construction contract with KBS, EARTHWORKS, Inc. in the amount of \$2,824,371.70.

*Background: Since 2012, Mecklenburg County Storm Water Services has worked with Park and Recreation and the Town of Davidson in planning water quality projects to restore the West Branch Rocky River. The design process for this project (Phase II) involved nearly one year of detailed collaboration with representatives of Davidson College, Davidson Lands Conservancy and other interested residents and park users. The final design garnered public support by improving vegetation, preserving additional trees, and reducing the amount of grading hauled off site. This project will improve water quality and re-establish macroinvertebrate habitat in the creek. The completion of this project supports the goals of the Environmental Leadership Action Plan and LUESA's Strategic Business Plan.*

*The three-phase project is approximately 3.5 miles in length. In 2022, the County completed construction of Phase I. Phase II will extend through Abersham Park and the upper end of Fisher Farm Park. This action requests approval for construction of Phase II which is approximately 1.0 mile (5,300 LF) in length.*

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### 23-0350 INTERLOCAL AGREEMENTS FOR EXTRA TERRITORIAL JURISDICTION (ETJ) LAW ENFORCEMENT SERVICES

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to adopt Resolution Approving Law Enforcement Services Interlocal Agreement Between Mecklenburg County and the Town of Huntersville; adopt a Resolution Approving Law Enforcement Services Interlocal Agreement Between Mecklenburg County and The Town of Cornelius; and adopt a Resolution Approving Law Enforcement Services Interlocal Agreement Between Mecklenburg County and The City of Charlotte.

*Background: The City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993, pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("City/County Police Agreement"), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018. From 1993 until June 30, 2018, the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town of Cornelius. Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process. Pursuant to such authority an agreement between the County and each of the referenced municipalities, and their respective law enforcement divisions have entered into, ("The Law Enforcement Services Agreement") and an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by each of the designated police departments in their respective ETJs within each town and the financial arrangement between the County and each of the Towns with respect to the service provided. It is necessary to revise and amend the agreements as service demands increase and the costs associated therewith. On May 2, 2023, the Board received an overview of the interlocal agreements for Extra-Territorial Jurisdiction (ETJ) Law Enforcement Services. The Town Board of Huntersville, the Town Board of Cornelius, and the City Council of Charlotte have each taken action to approve the agreements with their respective jurisdictions. The Board of Commissioners must approve the final agreements to be effective on July 1, 2023. An agreement with the Town of Pineville was previously approved by the Board on December 6, 2022.*

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**MECKLENBURG COUNTY BOARD OF COMMISSIONERS RESOLUTION  
APPROVING INTERLOCAL AGREEMENTS BETWEEN MECKLENBURG COUNTY  
AND THE TOWN OF CORNELIUS, THE TOWN OF HUNTERSVILLE AND THE  
CITY OF CHARLOTTE FOR LAW ENFORCEMENT SERVICES**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("City/County Police Agreement"), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

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

**WHEREAS**, pursuant to such authority an agreement between the County and each of the referenced municipalities, and their respective law enforcement divisions have entered into ("Law Enforcement Services Agreements"), and an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by each of the designated police departments in their respective ETJs within each town and the City of Charlotte as well as the associated financial arrangements with respect to the service provided; and

**WHEREAS**, each of the respective jurisdictions have approved the attached resolutions and revised and restated Law Enforcement Service District ("LESF") agreements.

Now, therefore, be it

**RESOLVED** that the Mecklenburg County Board of Commissioners does hereby approve the attached interlocal agreements between Mecklenburg County and each referenced municipality to provide law enforcement services within their respective ETJ areas and authorizes the County Manager to execute the Agreements in substantially the form as presented.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED AS TO FORM:

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

***Agreement recorded in full in Ordinance Book ---, Document #---***

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**NORTH CAROLINA  
MECKLENBURG COUNTY**

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

This Agreement is effective as of July 1, 2023, by and between  
**MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision  
of the State of North Carolina, and the **CITY OF CHARLOTTE** (hereinafter the  
"City"), a municipal corporation organized under the laws of the State of North  
Carolina.

**WITNESSETH:**

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

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

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

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

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

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

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

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

#### **2. Functions and Facilities to be Consolidated.**

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

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

#### **3. Lease of Space for Police Operations.**

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

#### **4. Personal Property.**

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

#### **5. Police Services.**

- a) The County is contracting with the City to provide law enforcement services within the extra-territorial jurisdiction areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial



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jurisdiction area where the McGuire Nuclear Plant is located (each an "ETJ Area" and collectively the "ETJ Areas") The ETJ Areas as of the date of execution of this Agreement are shown in Attachment A. The ETJ Areas will change from time to time as annexation and de-annexation occurs.

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

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

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

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

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or man-made disasters affecting Lake Norman and assist other agencies as requested under State or Regional Mutual Assistance Agreements.

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

#### **6. Police Services Funding Formula.**

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

#### **7. Jurisdiction of Charlotte-Mecklenburg Police Department Officers.**

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

#### **8. Changes to City and County Ordinances.**

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

#### **9. Responsibility for Claims.**

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

#### **10. Revenues.**

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

#### **11. Term of Agreement.**

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

This Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) (FY2026) or fourth (4th) (FY2027) fiscal year by either the City or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least twenty-four (24) months prior to the July 1<sup>st</sup> effective date of termination, the applicable June 30th effective date of the termination. If any such notice of termination is not given on or prior to such 24-month period, then this Agreement shall continue for the full 3rd or 4th Fiscal Year, of this Agreement, as applicable.

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

#### **12. Termination of Agreement for Default.**

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### June 6, 2023

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

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

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

#### **13. Dispute Resolution Process.**

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

#### **14. Amendments and Mutual Extension of Term.**

Any amendments to this Agreement must be in writing, approved by the City Council and the Board of County Commissioners and signed by the Mayor of the City and Chairman of the Board of County Commissioners. The term of this Agreement may be extended only by action of both the City Council and the Board of County Commissioners by a written agreement signed by the Mayor of the City and Chairman of the Board of County Commissioners.

#### **15. Audit**

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



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

**CITY OF CHARLOTTE**

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNTY OF MECKLENBURG**

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

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

APPROVED AS TO FORM:

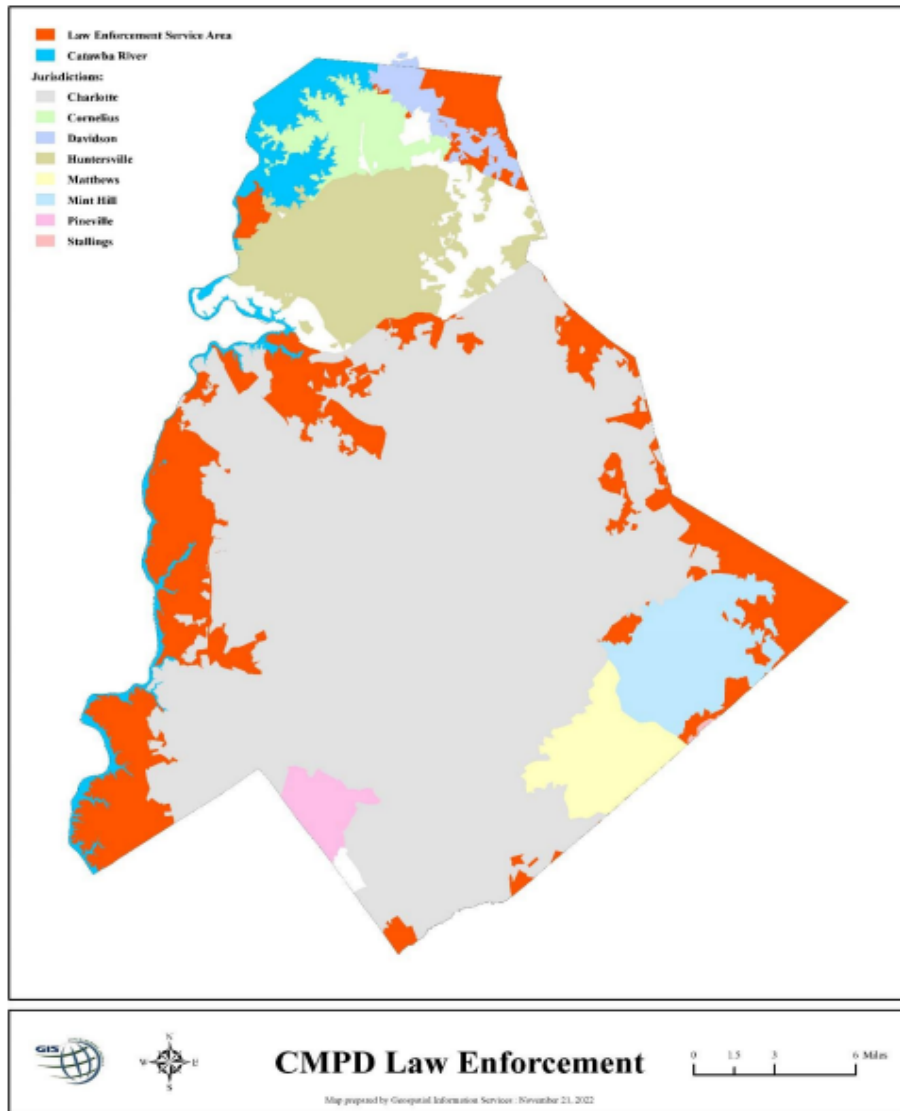
\_\_\_\_\_  
County Attorney

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

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



ATTACHMENT A



**ATTACHMENT B**

**Police Services Funding Formula**

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

**ATTACHMENT C**

**Lake Patrol Agreement**

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

**Meeting Minutes**  
**June 6, 2023**

**MECKLENBURG COUNTY  
BOARD OF COMMISSIONERS**

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

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

**WITNESSETH**

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

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

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

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

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

## Meeting Minutes

### June 6, 2023

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

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

#### **2. Police Services**

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

## Meeting Minutes

### June 6, 2023

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

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

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

(g) Once a year, the HPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in each Modified ETJ Area, including explanations for any apparent crime trends, and goals, strategies and tactics to address and reduce community violence in the ETJ

### **3. Personnel**

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

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

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



## Meeting Minutes June 6, 2023

in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.

- (b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's Adopted Budget for that fiscal year.

### **5. Property**

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

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

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

### **7. Term of Agreement**

An interlocal agreement must be of "reasonable" duration under NCGS 160A-46l, and therefore the parties agree that the term of this Agreement is a four (4) year term beginning on July 1, 2023. Effective at the end of the second fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) or fourth (4th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

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

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

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

If a party to this Agreement shall fail to fulfill, in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to cure the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) daytime limit may be waived by the party giving notice. And



## Meeting Minutes

### June 6, 2023

further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

#### **9. Dispute Resolution Process.**

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

#### **10. Amendments.**

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

#### **11. General Provisions**

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

**Meeting Minutes**  
**June 6, 2023**

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

**MECKLENBURG COUNTY**

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

Approved as to form

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

**NO PREAUDIT REQUIRED**

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

**TOWN OF HUNTERSVILLE**

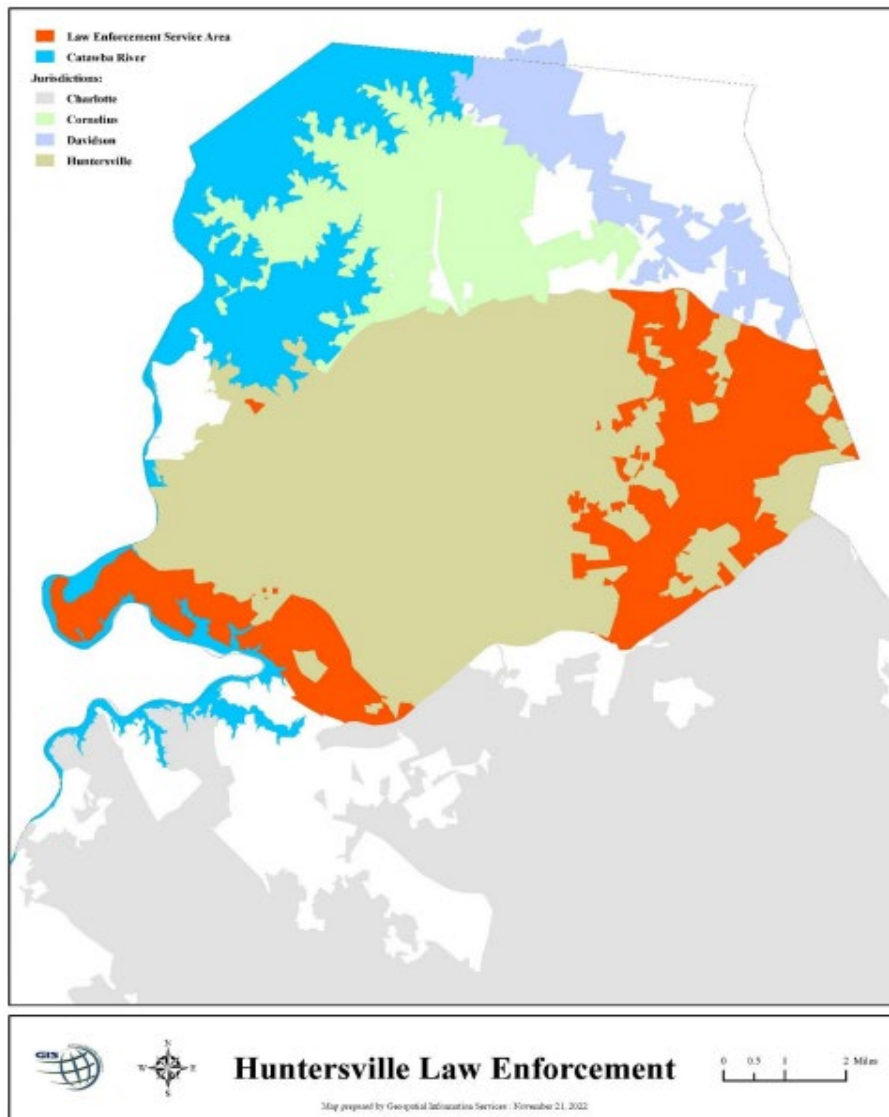
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Approved as to form

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

Meeting Minutes  
June 6, 2023

ATTACHMENT A  
Modified ETJ Map



**ATTACHMENT B**

**Police Services Funding Formula**

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

**Meeting Minutes**  
**June 6, 2023**

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

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

**WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("City/County Police Agreement"), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

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

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

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

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

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

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

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

## Meeting Minutes

### June 6, 2023

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

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

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

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

##### **a) Boat House, Pier and Fueling System.**

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

##### **b) Fenced Yard adjacent to Boat House.**

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

##### **c) Former Caretaker's House.**

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



## Meeting Minutes

### June 6, 2023

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

#### 3. Police Services.

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



## Meeting Minutes

### June 6, 2023

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

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

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

#### **4. Personnel.**

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

#### **5. Police Services Funding Formula.**

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

## Meeting Minutes

### June 6, 2023

#### **6. Property.**

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

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

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

#### **8. Term of Agreement.**

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

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

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

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

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

If a party to this Agreement shall fail to fulfill, in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to cure the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) daytime limit may be waived by the party giving notice. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date

## Meeting Minutes

### June 6, 2023

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

#### **10. Dispute Resolution Process.**

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

#### **11. Amendments.**

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

#### **12. General Provisions**

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

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

**Meeting Minutes**  
**June 6, 2023**

**MECKLENBURGCOUNTY**

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

Approved as to form

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

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

**TOWN OF CORNELIUS**

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

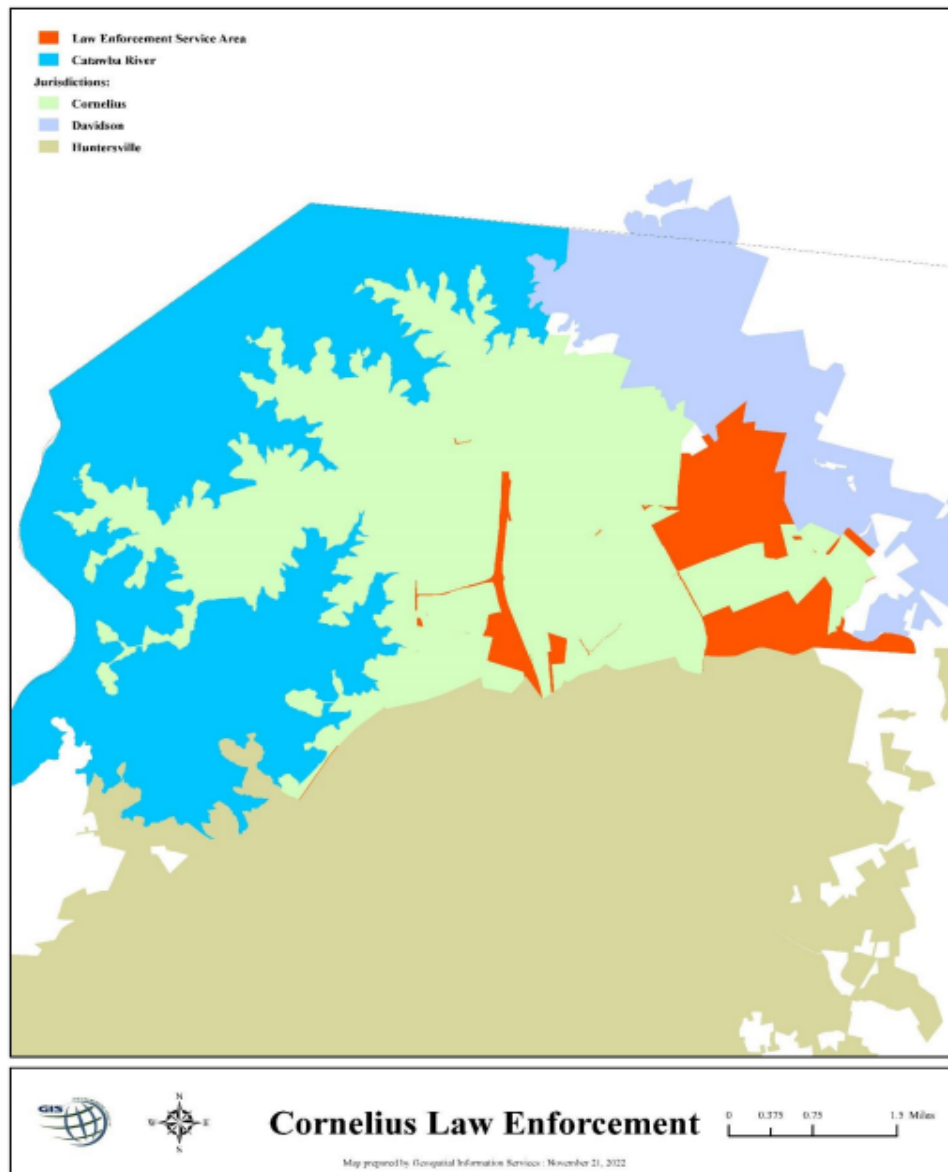
Approved as to form

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

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

**Meeting Minutes**  
**June 6, 2023**

**ATTACHMENT A**



**ATTACHMENT B**  
**Police Services Funding Formula**

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ will not be interpreted in that manner.
2. In Fiscal Year 2024, the County will pay the Town of Cornelius \$197,293 based on an assessment of service hours and the tax-funded cost of policing for Law Enforcement Services in the ETJ, and \$460,000 for Lake Patrol.
3. For Fiscal Year 2025 and beyond, the calculation of the payment will be determined by adjusting the prior year's payment for Law Enforcement Services in the ETJ by the estimated revenue resulting from the change due to natural growth in the value of estimated taxable property, as determined by the County Assessor for the ETJ areas.
4. If any portion of the ETJ is annexed by the Town of Cornelius or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ.

**ATTACHMENT C**

**Lake Patrol Agreement**

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

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

- 2) Routine patrol includes enforcement of laws and ordinances, promoting boater safety, preventing law or safety violations and responding to emergencies. This function will be the primary role of the Cornelius Lake Patrol unit when not responding to calls. The Cornelius Lake Patrol will conduct regular patrols on the Lake as the volume of boat traffic and seasonal patterns dictate. The Cornelius Police Department (CPD) will also patrol shoreline areas as required to deter criminal activity.

- 3) The Cornelius Lake Patrol will certify at least one crew member in basic first aid, CPR, and the Operation of AED devices as well as required certifications to enforce boating while impaired and N.C.G.S. Chapter 75A offenses.

- 4) The Cornelius Lake Patrol will coordinate with NC Wildlife and surrounding jurisdictions to develop standard protocol for lake enforcement operations and make use of existing Mutual Aid Agreements for emergency situations.

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

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

***Resolution recorded in full in Ordinance Book ---, Document #---***



**Meeting Minutes**  
**June 6, 2023**

**23-0378 SETTLEMENT APPROVAL - DETENTION CENTER NORTH**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to approve settlement payment for property damage to County building.

*Background: This loss occurred on December 14, 2022, when a pipe burst on the water heater causing damage to several floors in the building.*

**23-0382 SETTLEMENT APPROVAL - 832 EAST 4TH STREET**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to approve settlement payment for property damage to the County building.

*Background: This loss occurred on January 1, 2023 when the sprinkler system ruptured damaging the control board to the inmate transportation elevator.*

**23-0359 COMMISSIONER REPORTS**

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

**ADJOURNMENT**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried (9-0) with Commissioners Altman, Cotham, Dunlap, Griffin, Jerrell, Leake, Meier, Powell, and Rodriguez- McDowell, voting yes, that there being no further business to come before the Board that the meeting be adjourned at 8:36 p.m.

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Kristine M. Smith, Clerk to the Board

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George Dunlap, Chair