

RESOLUTION TO CLOSE A PORTION OF ALLEYWAY BETWEEN LIGGETT STREET  
AND BULLARD STREET IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY,  
NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a Portion of Alleyway between Liggett Street and Bullard Street which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a Portion of Alleyway between Liggett Street and Bullard Street to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alley, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, the public hearing was held on the 24<sup>th</sup> day of November 2025, and City Council determined that closing a Portion of Alleyway between Liggett Street and Bullard Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of November 24<sup>th</sup> 2025, that the Council hereby orders the closing a Portion of Alleyway between Liggett Street and Bullard Street in the City of Charlotte, Mecklenburg County, North Carolina as shown in the map marked "Exhibit A," and is more particularly described by metes and bounds in the document marked "Exhibit B," all of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

**CERTIFICATION**

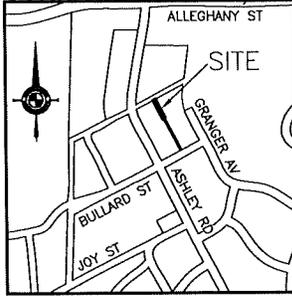
I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24<sup>th</sup> day of November, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 149-152.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24<sup>th</sup> day of November 2025.



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Stephanie C. Kelly, City Clerk, CMC, NCCMC



**FLOOD CERTIFICATION**

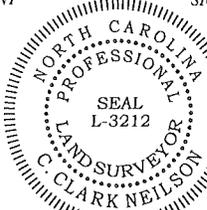
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED SEPTEMBER 2, 2015  
MAP NUMBER: 3710453400K; ZONE "X"

**SURVEYOR'S CERTIFICATE**

I, C. CLARK NEILSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN EXISTING SURVEY AND INFORMATION PROVIDED BY OTHERS, AND THAT THE IMPROVEMENTS SHOWN HEREON WERE LOCATED FROM AN ACTUAL FIELD SURVEY.

SIGNED C. Clark Neilson 5-8-25  
DATE

C. CLARK NEILSON  
PLS, L-3212  
cneilson@rbpharr.com



**NOTES**

- THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
- ALL CORNERS MONUMENTED AS SHOWN.
- NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- SUBJECT PROPERTY ZONING: N2-B
- BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
- ASHLEY ROAD IS SHOWN AS A "2 AVENUE (BUFFERED, SEPARATED BIKE LANES)" ON THE CHARLOTTE STREETS MAP (ADOPTED 8/22/22) AND MAY BE SUBJECT TO A DISTANCE OF 21.5' FROM CENTERLINE TO FUTURE BACK OF CURB, AN 8' PLANTING STRIP, AND A 8' SIDEWALK/SHARED USE PATH WIDTH, AS DETERMINED BY THE CDOT.
- THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
- PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
- BOUNDARY INFORMATION SHOWN HEREON IS FROM A PRIOR SURVEY PERFORMED BY R.B. PHARR & ASSOCIATES, P.A. DATED SEPTEMBER 19, 2019; JOB NO. 93661.
- THE PURPOSE OF THIS EXHIBIT MAP IS TO SHOW A PORTION OF A 10 FOOT ALLEYWAY TO BE ABANDONED, AS SHOWN HEREON.

**LINE TABLE**

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | S27°46'33"E | 49.31'   |
| L2   | S27°46'33"E | 100.29'  |
| L3   | S27°46'33"E | 49.93'   |
| L4   | S27°46'33"E | 46.10'   |
| L5   | S27°46'33"E | 153.82'  |
| L6   | S62°44'38"W | 10.00'   |
| L7   | N27°46'33"W | 199.71'  |
| L8   | N27°46'33"W | 49.93'   |
| L9   | N27°46'33"W | 50.83'   |
| L10  | N27°46'33"W | 49.46'   |
| L11  | N27°46'33"W | 49.31'   |
| L12  | S62°44'46"W | 5.00'    |
| L13  | S62°44'46"W | 5.00'    |
| L14  | S62°44'26"W | 5.00'    |
| L15  | S62°16'21"W | 5.00'    |

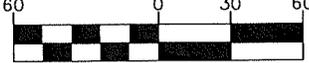
**CURVE TABLE**

| CURVE | RADIUS  | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|---------|------------|---------------|--------------|
| C1    | 186.93' | 118.10'    | S09°02'48"E   | 116.15'      |

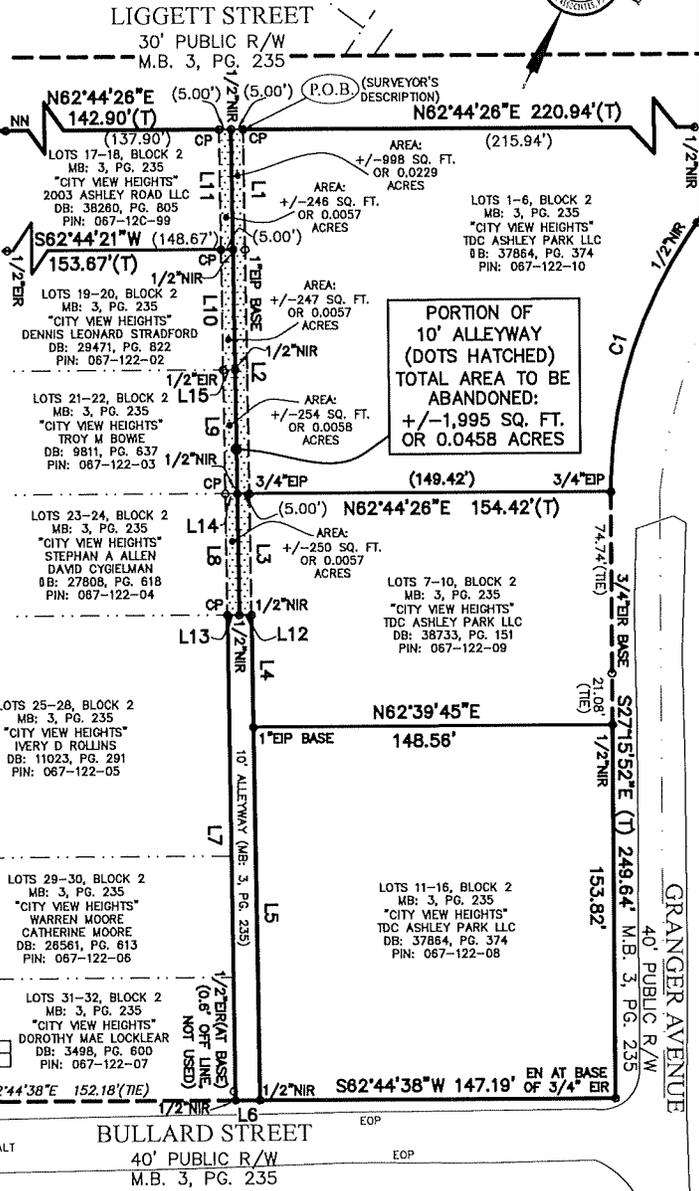
**LEGEND**

- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- EN - EXISTING NAIL
- M.B. - MAP BOOK
- N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY
- NIR - NEW IRON ROD
- NN - NEW NAIL
- PG. - PAGE
- R/W - RIGHT-OF-WAY
- (T) - TOTAL
- PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY
- RIGHT-OF-WAY (NOT SURVEYED)
- EASEMENT

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 60 ft.



PORTION OF 10' ALLEYWAY (DOTS HATCHED) TOTAL AREA TO BE ABANDONED: +/-1,995 SQ. FT. OR 0.0458 ACRES

AREA OF ALLEYWAY BEING ABANDONED = 1,498 SQ. FT. OR 0.0344 ACRES

**EXHIBIT MAP PREPARED FOR: THE DRAKEFORD COMPANY**

RE: 10' ALLEYWAY ABANDONMENT  
BLOCK 2, MB: 3, PG. 235 "CITY VIEW HEIGHTS"  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NC  
DEED REFERENCE: 9811-637, 29471-822,  
37864-374, 38260-805, & 39283-868  
TAX PARCEL: 067-122-02, -03, -10 & 067-12C-99

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSE NO. C-1471

969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

5-8-2025: TO REVISE PORTION OF ALLEY TO BE ABANDONED PER CLIENT.

|           |            |         |                 |                     |               |
|-----------|------------|---------|-----------------|---------------------|---------------|
| CREW: RBP | DRAWN: BJR | PM: CNN | SCALE: 1" = 60' | DATE: OCT. 17, 2024 | JOB NO. 96196 |
|-----------|------------|---------|-----------------|---------------------|---------------|

**Close a Portion of Alleyway between Liggett St and Bullard St**

SURVEYOR'S DESCRIPTION – PORTION OF 10' ALLEYWAY TO BE ABANDONED

That certain parcel or tract of land situated, lying and being in the City of Charlotte, County of Mecklenburg, State of North Carolina and being more particularly described as follows:

BEGINNING at a calculated point situated on the southern margin of Liggett Street, a 30' public right-of-way as shown in Map Book 3, Page 235 of the Mecklenburg County Public Registry, said point also being the northwestern corner of the (now or formerly) TDC Ashley Park LLC property (Lots 1-6) as described in Deed Book 37864, Page 374 of said Registry; thence running with said TDC Ashley Park LLC property the following two (2) courses and distances:

- 1) South 27°46'33" East a distance of 49.31 feet to the base of an existing 1" iron pipe;
- 2) South 27°46'33" East a distance of 100.29 feet to an existing 3/4" iron pipe, said point being the northwestern corner of the (now or formerly) TDC Ashley Park LLC property (Lots 7-10) as described in Deed Book 38733, Page 151 of said Registry; thence running with said TDC Ashley Park LLC property South 27°46'33" East a distance of 49.93 feet to a new 1/2" iron rebar; thence over, upon and through a 10' alleyway as shown in Map Book 3, Page 235 of said Registry the following two (2) courses and distances:

- 1) South 62°44'26" West a distance of 5.00 feet to a new 1/2" iron rebar;
- 2) South 62°44'26" West a distance of 5.00 feet to a calculated point, said point being the southeastern corner of the (now or formerly) Stephan A Allen et al property as described in Deed Book 27808, Page 618 of said Registry; thence running with said Stephan A Allen et al property (and others) North 27°46'33" West a distance of 100.76 feet to an existing 1/2" iron rebar, said point being the southeastern corner of the (now or formerly) Dennis Leonard Stradford property (Lots 19-20) as described in Deed Book 29471, Page 822 of said Registry; thence running with said Dennis Leonard Stradford property North 27°46'33" West a distance of 49.46 feet to a new 1/2" iron rebar, said point being the southeastern corner of the (now or formerly) 2003 Ashley Road LLC property (Lots 17-18) as described in Deed Book 38260, Page 805 of said Registry; thence running with said 2003 Ashley Road LLC property North 27°46'33" West a distance of 49.31 feet to a new 1/2" iron rebar, said point being situated on the aforesaid southern margin of Liggett Street; thence running with said margin of Liggett Street the following two (2) courses and distances:

- 1) North 62°44'26" East a distance of 5.00 feet to a new 1/2" iron rebar;
- 2) North 62°44'26" East a distance of 5.00 feet to the point and place of BEGINNING; having an area of 1,995 square feet or 0.0458 acres of land, as shown on an exhibit map prepared by R.B. Pharr & Associates, P.A. dated October 17, 2024, last revised May 8, 2025; Job No. 96196.

**RESOLUTION APPROVING THE INTERLOCAL AGREEMENT NASCAR HALL OF FAME RENOVATIONS PROJECT**

**WHEREAS**, the City of Charlotte (the “City”) and the Charlotte Regional Visitors Authority (the “CRVA”) have jointly selected Gensler Architecture, Design & Planning, P.C.. for the design and proposed improvements to the NASCAR Hall of Fame (the “NHOF”); and

**WHEREAS**, the City has agreed to reimburse CRVA for certain costs incurred by CRVA in this design process in connection with the CRVA Contracts necessary for the construction of further NHOF real property improvements to be funded from prospective proceeds of one or more installment financings under N.C. Gen. Stat. § 160A-20 in the amount of \$25,000,000.00; and

**WHEREAS**, the CRVA shall, upon payment by the City, provide to the City access to and joint- ownership of all deliverables, and all other reports, information, designs, plans and other work product and items developed pursuant to the CRVA Contract, and all schematic, partial, intermediate or preliminary versions of any of the foregoing. At such time, the CRVA will further execute such assignments of its rights under the CRVA Contract as the City reasonably deems necessary to enable the City to successfully complete the NHOF Renovations Project.

**WHEREAS**, the CRVA will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

**WHEREAS**, the City will reimburse the CRVA for up to one million three hundred thousand dollars (\$1,300,000.00) for costs incurred under the CRVA Contract.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CHARLOTTE HEREBY:**

1. Approves and ratifies the attached Interlocal Agreement Between the City and the Charlotte Regional Visitors Authority; and
2. Authorizes the Manager to execute the Interlocal Agreement in substantially the form presented to City Council with technical corrections and minor modifications, as he may deem necessary, consistent with the spirit and intent of the transactions; and
3. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement referenced herein; and
4. Directs that this Resolution be reflected in the minutes of the Charlotte City Council.

ADOPTED the 24th day of November, 2025

November 24, 2025  
Resolution Book 56, Page 153A

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24<sup>th</sup> day of November 24, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 153-153H.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24<sup>th</sup> day of November 2025.



A handwritten signature in cursive script that reads 'Stephanie C. Kelly'.

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Stephanie C. Kelly, City Clerk, CMC, NCCMC

**INTERLOCAL AGREEMENT  
NASCAR HALL OF FAME  
RENOVATIONS PROJECT**

**CONTRACT No.** \_\_\_\_\_

This Interlocal Agreement for the NASCAR Hall of Fame Renovations Project (the “Agreement”) is entered into and agreed upon as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the “City”), and the CHARLOTTE REGIONAL VISITORS AUTHORITY (formerly “The Auditorium-Coliseum-NHOF Authority”), a “special district” as defined in N.C.G.S. §159-7, for purposes of the Local Government Budget and Fiscal Control Act (the “CRVA”).

**WITNESSETH:**

**WHEREAS**, pursuant to Section 5.21 of the Charlotte City Code, the CRVA is charged with engaging in activities and programs aiding and encouraging convention and visitor promotion, including sales and marketing activities for the Charlotte region as a travel and tourism destination; and

**WHEREAS**, the CRVA is responsible for managing several City-owned assets including the NASCAR Hall of Fame (the “NHOF”); and

**WHEREAS**, in accordance with the CRVA’s strategic plan and the organization’s charter, the CRVA has been examining long-term needs and recommendations for the NHOF and surrounding area; and

**WHEREAS**, the City and CRVA have selected Gensler Architecture, Design & Planning, P.C.. using a qualifications-based selection process for the design for proposed improvements to the NHOF; and

**WHEREAS**, the City has agreed to reimburse CRVA for certain costs incurred by CRVA in this design process in connection with the CRVA Contracts necessary for the construction of further NHOF real property improvements to be funded from prospective proceeds of one or more installment financings under N.C. Gen. Stat. § 160A-20 in the amount of \$25,000,000.00; and

**WHEREAS**, the parties now desire to enter into this Agreement, all in accordance with the terms and conditions set forth herein.

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

1. **Purpose**

The purpose of this Agreement is to specify the details of the parties’ joint undertaking to contract for design activity, in furtherance of prospective improvements on the NHOF.

**2. Responsibilities of the Parties**

**a. CRVA Responsibilities.**

- i. The City acknowledges that the CRVA entered into that certain Contract for Professional Services with Gensler Architecture, Design & Planning, P.C. (the “CRVA Contract”). The City hereby approves the CRVA Contract for the purposes of the reimbursement contemplated herein.
- ii. The CRVA shall give the City a reasonable opportunity to review and comment on each amendment to the CRVA Contract, and shall not execute an amendment to a CRVA Contract until the City General Services Department has approved it in writing.
- iii. CRVA shall, upon payment by the City, provide to the City access to and joint-ownership of all deliverables, and all other reports, information, designs, plans and other work product and items developed pursuant to the CRVA Contract, and all schematic, partial, intermediate or preliminary versions of any of the foregoing. At such time, the CRVA will further execute such assignments of its rights under the CRVA Contract as the City reasonably deems necessary to enable the City to successfully complete the NHOV Renovations Project.
- iv. The CRVA shall provide the City with access to such staff resources as are reasonably required for the performance of the CRVA Contract.
- v. The CRVA shall permit the City to provide reasonable input and approval over the scope of work performed pursuant to the CRVA Contract.
- vi. The CRVA will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- vii. The CRVA will comply with the City’s Charlotte Business INclusion (CBI) policy (available at <http://charlottenc.gov/mfs/cbi/Pages/library.aspx>) and will require all entities with which it contracts through the CRVA Contracts to do so as well.

**b. City Responsibilities**

- i. The City will reimburse the CRVA for up to one million three hundred thousand dollars (\$1,300,000.00) for costs incurred under the CRVA Contract.
- ii. Upon receipt of the proceeds of the future installment financings under N.C. Gen. Stat. § 160A-20, the City shall provide the CRVA with access to such staff resources as are reasonably required and as the parties agree for the performance of the CRVA Contracts.

**3. Invoicing and Payment by the City**

The CRVA may invoice the City for any payment under this Agreement on or after January 1, 2026. No payment shall be due from the City to the CRVA under this Agreement until or after January 1, 2026, but full reimbursement of expenses under this agreement shall be paid to the CRVA on or before December 31, 2027. (Notwithstanding the foregoing, to the extent there are services rendered under the CRVA Contracts up until the end of the Term of this Agreement, then such invoices will nonetheless be reimbursed.) All invoices shall be accompanied by invoices paid by CRVA under the CRVA Contracts, and such other documentation as the City shall determine is necessary to validate the reimbursable expense.

4. **Work Product and Intellectual Property**  
Upon payment by the City, the City will own all work product and intellectual property created pursuant to the CRVA Contract, including all copyrights and other intellectual property rights, at all times during and after the term of the Agreement (the “Intellectual Property”). The CRVA will have the right to access the City work product and Intellectual Property for all purposes relating to the construction or operation of the NHOFF.
5. **Audit**  
During the term of this Agreement and for a period of two years after termination of this Agreement, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the CRVA necessary to evaluate compliance with the terms and conditions of this Agreement.
6. **Resolution of Concerns and Administrative Details**  
A representative designated by the City Engineer and the CRVA’s VP – Venues shall be authorized to resolve such administrative details as may arise in connection with CRVA’s administration of the CRVA Contract, to the extent not inconsistent with this Agreement.
7. **Term of Agreement**  
The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2027 .
8. **Termination**
  - a. Termination by Mutual Consent. The parties may terminate this Agreement at any time by mutual consent under such terms as may be agreed to in writing by the City Manager and CRVA’s CEO.
  - b. Termination for Breach. Either party may terminate this Agreement for default in the event the other party materially breaches this Agreement and fails to cure such failure within thirty (30) days after receipt of written notice from the non-breaching party.
9. **Designee**  
Any action or consent under this Agreement that is required to be made by the City Manager, the City Engineer, CRVA’s CEO or CRVA’s VP - Venues can be made by their respective designees.
10. **Amendments**  
Any amendments to this Agreement must be in writing, approved by the City Council and CRVA Board of Directors and signed by the City Manager and the CRVA’s CEO.
11. **Limitation of Liability**  
To the extent permitted by law, neither party shall be liable to the other party for consequential, indirect, special damages or lost profits in connection with any matters relating to this Agreement.
12. **Notices**  
Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic

mail or by telefax to the intended recipient at the address set forth below:

For the CRVA:

Attn: Steve Bagwell  
Charlotte Regional Visitors Authority  
501 South College Street  
Charlotte, NC 28202  
PHONE: 704-339-6040  
E-MAIL:  
[steve.bagwell@crva.com](mailto:steve.bagwell@crva.com)

For the City:

Attn: City Engineer  
City of Charlotte  
600 East Fourth Street, 12<sup>th</sup> Floor  
Charlotte, NC 28202  
PHONE: 704-336-2640  
E-MAIL:  
[kathleen.cishek@charlottenc.gov](mailto:kathleen.cishek@charlottenc.gov)

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement (collectively, “Legal Notices”) shall further be copied to the following (in addition to being sent to the individuals specified above):

Charlotte Regional Visitors Authority  
General Counsel  
501 South College Street  
Charlotte, NC 28202

cameron.furr@crva.com  
racheal.baker@crva.com

City Attorney’s Office  
City of Charlotte  
600 East Fourth Street, 7<sup>th</sup> Floor  
Charlotte, NC 28202

alicia.younghall@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

13. **Miscellaneous**

- a. Entire Agreement. This agreement exists separately from any other contracts or agreements between the City and CRVA. This agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter.
- b. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Mecklenburg County.
- c. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Contract and remain binding thereafter, including but not limited to provisions regarding ownership of work product and Intellectual Property and assignment of rights.
- d. Waiver.  
No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- e. Severability.  
The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the

extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

f. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signatures are on the following page]

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**CHARLOTTE REGIONAL  
VISITORS AUTHORITY:**

**CITY OF CHARLOTTE:**

**BY:** \_\_\_\_\_  
(signature)

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Deputy Finance Officer

Date

**A RESOLUTION OF THE CHARLOTTE CITY COUNCIL REGARDING THE REMAINING APPOINTMENTS TO THE BOARD OF TRUSTEES OF THE METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY**

**WHEREAS**, the City of Charlotte is a City of approximately 1 million people, has an annual budget of approximately \$4 billion, and is a leading service provider, property owner, and economic driver of the high performing Charlotte Metro area; and

**WHEREAS**, the Projects for Advancing Vehicle-Infrastructure Enhancements (PAVE) Act was enacted by the North Carolina General Assembly and North Carolina Governor on July 1, 2025; and

**WHEREAS**, the PAVE Act gives Mecklenburg County an opportunity to obtain an additional source of revenue to expand and improve roadway systems and public transportation for the greater Mecklenburg County region by establishing a Metropolitan Public Transportation Authority (hereinafter, "MPTA"); and

**WHEREAS**, the PAVE Act requires a governing body for the MPTA consisting of a 27-member board of trustees; and

**WHEREAS**, a Memorandum of Understanding ("MOU") has been entered into by Mecklenburg County, the City of Charlotte, the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville regarding the appointment of members to the board of trustees for the MPTA; and

**WHEREAS**, the MOU clarifies that each governing body shall establish their own appointing processes subject only to the provisions of the PAVE Act; and

**WHEREAS**, on November 4, 2025, a Mecklenburg County ballot referendum was approved by voters, authorizing the City of Charlotte to move forward with its twelve (12) appointments of members to the board of trustees for the MPTA; and

**WHEREAS**, the City of Charlotte is the largest municipality in Mecklenburg County and pursuant to the provisions of the PAVE Act must appoint twelve (12) members to the board of trustees for the MPTA; and

**WHEREAS**, the PAVE Act, through G.S. §160A-905, sets out the following requirements for the City of Charlotte's twelve (12) appointments:

- (a) At least three (3) of these appointments by the governing body must be made upon the recommendation of an entity that represents business interests in the county; and

- (b) At least one (1) of the remaining nine (9) appointments by the governing body must be an individual that has experience owning or operating a small business as defined in subdivision (1) of this subsection; and

**WHEREAS**, in accordance with the provisions of the PAVE Act, the Charlotte City Council agreed for the City's appointments to the MPTA to include the following:

- (a) The governing body shall appoint two (2) members based upon the recommendation of the Charlotte Regional Business Alliance;
- (b) The governing body shall appoint one (1) member based upon the recommendation of the Foundation for the Carolinas;
- (c) The governing body shall appoint seven (7) additional members: (a) one of which shall have experience owning or operating a small business as defined in subdivision (1) of G.S. §160A-905 of the PAVE Act, and (b) one of which shall be an individual who is otherwise qualified to serve on the MPTA board pursuant to the PAVE Act and who is also an active user of the current Charlotte Area Transit System with demonstrated public transportation system experience; and
- (d) The governing body shall appoint two (2) members based upon the recommendation of the Mayor.

**WHEREAS**, on November 17, 2025, the City Council adopted a Resolution appointing nine (9) members to the MPTA board, which consisted of the two (2) members upon recommendation of the Charlotte Regional Business Alliance, the one (1) member upon recommendation of the Foundation for the Carolinas, the two (2) members upon recommendation of the Mayor, and four (4) members that had received at least six (6) affirmative votes on the November 17, 2025 ballot; and

**WHEREAS**, eleven (11) nominees from the November 17, 2025 ballot received at least two (2) votes and will be carried forward for consideration for the remaining appointments; and

**WHEREAS**, three (3) additional appointments remain and must be made to satisfy the twelve (12) appointments allotted to the City of Charlotte pursuant to the PAVE Act; and

**WHEREAS**, these remaining appointments are made in accordance with the PAVE Act, the MOU, the City Charter, City Council's rules and procedures, and any other applicable statutes and provisions of North Carolina law.

**NOW THEREFORE BE IT RESOLVED**, by the Charlotte City Council, in regular session duly assembled, that:

1. In accordance with the PAVE Act, the MOU, and any other applicable statutes and provisions of North Carolina law, the City Charter, and City Council's rules and procedures, the governing body has carefully considered and reviewed each candidate recommended and with at least six (6) affirmative votes, hereby makes the following three (3) appointments to the board of trustees of the MPTA:
  - a. Emma Allen;
  - b. Corine Mack; and
  - c. Cameron Pruette.
2. These appointments complete the twelve (12) appointments allotted to the City of Charlotte pursuant to the PAVE Act.
3. The City Council directs that this resolution be reflected in the minutes of the Charlotte City Council.

**ADOPTED** on this the 24th day of November 2025.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24<sup>th</sup> day of November, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 154-156.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24<sup>th</sup> day of November 2025.



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Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **KUYKENDALL ROAD IMPROVEMENTS**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **KUYKENDALL ROAD IMPROVEMENTS** and estimated to be:

950 sq. ft. (0.022 ac.) **Storm Drainage Easement**  
1,457 sq. ft. (0.033 ac.) **Sidewalk Utility Easement**  
757 sq. ft. (0.017 ac.) **Temporary Construction Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 231-054-08 said property currently owned **HEIRS AND DESCENDANTS OF FETNER ODELL HARTIS**, or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 24<sup>th</sup> day of November, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 157.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 24<sup>th</sup> day of November 2025.



A handwritten signature in cursive script that reads "Stephanie C. Kelly".

Stephanie C. Kelly, City Clerk, CMC, NCCMC