

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Charlotte, North Carolina (the “*City*”) is a municipal corporation duly created and validly existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

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

WHEREAS, the City Council of the City (the “*City Council*”) determines that it is in the best interest of the City to enter into an installment financing to finance the costs of (1) improvements and renovations to various government facilities, including but not limited to implementation of ADA transition plans, increases in building sustainability, replacement of HVAC systems and expansion of 911 call center telecommunicator capacity, (2) construction, renovation and improvement of police, fire-fighting and other public safety facilities, (3) the acquisition of land, (4) the construction and equipping of a new satellite animal care and control adoption facility and (5) the acquisition of vehicles and equipment (collectively, the “*2026 Projects*”);

WHEREAS, the City Council has been advised and hereby determines that it may be advantageous to refinance some or all of the City’s outstanding installment obligations related to Certificates of Participation (Equipment Acquisition and Public Facilities), Series 2014A (the “*Prior Certificates*”), the proceeds of which were used to finance (1) the construction and improvements to various public facilities and other public projects and (2) the acquisition of certain real property and of certain equipment (the “*Prior Projects*”);

WHEREAS, the City Council determines that it is in the best interest of the City to enter into (1) an installment financing contract (the “*Contract*”) with the New Charlotte Corporation, a North Carolina nonprofit corporation (the “*Corporation*”) to (a) pay all or a portion of the capital costs of the 2026 Projects, (b) if determined to be advantageous, refinance all or a portion of the Prior Projects and the related Prior Certificates, and (c) pay the costs related to the execution and delivery of the Contract and (2) a deed of trust and security agreement (the “*Deed of Trust*”) related to the City’s fee simple interest in all or a portion of the sites of the 2026 Projects (the “*Site*”) and the improvements thereon, necessary to secure the City’s obligations under the Contract;

WHEREAS, the Corporation will assist the City by the execution and delivery of Certificates of Participation (the "*Certificates*") to finance the 2026 Projects and refinance the Prior Projects and related Prior Certificates;

WHEREAS, the City hereby determines that financing the 2026 Projects and the refinancing of the Prior Projects is essential to the City's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that financing the 2026 Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform and that entering into the Contract is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City hereby determines that entering into the Contract allows the City to finance the 2026 Projects and refinance the Prior Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City;

WHEREAS, the City hereby determines that the estimated cost of financing the 2026 Projects and refinancing the Prior Projects is an amount not currently expected to exceed \$120,000,000, and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2026 Projects and refinancing the Prior Projects pursuant to the Contract is expected to exceed the cost of financing the 2026 Projects and refinancing the Prior Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the 2026 Projects and refinancing the Prior Projects pursuant to the Contract and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of completing the 2026 Projects and refinancing the Prior Projects; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the City has determined and hereby determines that the estimated cost of financing the 2026 Projects and refinancing the Prior Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract; however, any property tax increase, if necessary, to pay installment payments falling due under the Contract will not be excessive;

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

WHEREAS, no deficiency judgment may be rendered against the City in any action for breach of an obligation under the Contract;

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

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

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

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

WHEREAS, the City hereby determines that all findings, conclusions and determinations of the City in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract, the Deed of Trust, and the 2026 Projects and Prior Projects to be financed and refinanced thereby;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate Contract and Deed of Trust.*** The Mayor, the City Manager, the Chief Financial Officer, the Debt Manager, the City Clerk and the City Attorney, and their respective designees (individually and collectively, the "*Authorized Officers*"), are hereby authorized and directed to proceed and negotiate on behalf of the City for the financing of the 2026 Projects and refinancing the Prior Projects for a principal amount not currently expected to exceed \$120,000,000 in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and to provide in connection with the Contract, as security for the City's obligations thereunder, the Deed of Trust conveying a lien and interest in the Site and the improvements thereon.

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

Section 3. **Financing Team.** The financing team of Parker Poe Adams & Bernstein LLP, as special counsel, DEC Associates, Inc., as financial advisor, Wells Fargo Bank, National Association, as managing underwriter, and U.S. Bank Trust Company, National Association, as trustee, is approved. The Authorized Officers are hereby authorized to retain any other professionals they deem necessary to complete the transaction contemplated by this Resolution.

Section 4. **Public Hearing.** In order to satisfy the requirements of Section 160A-20 of the General Statutes of North Carolina, as amended, the City Council will conduct a public hearing on March 9, 2026 at 6:30 p.m., or as soon thereafter as practicable, in the Meeting Chamber, Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202 concerning the execution and delivery of the Contract (the "Public Hearing"). The City Clerk is hereby directed to cause notice of the Public Hearing to be published at least once in a qualified newspaper of general circulation within the City no fewer than 10 days prior to the Public Hearing.

Section 5. **Other Acts Authorized.** The City Manager and the Chief Financial Officer, individually or collectively, or their designees, are hereby authorized to do any and all other things necessary to complete the steps necessary for the execution and delivery of the Contract for the transactions described in this Resolution.

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

Section 7. **Effective Date.** This Resolution is effective on the date of its adoption.

Adopted February 23, 2026

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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 208-211.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

Stephanie C. Kelly, City Clerk, CMC, NCCMC

RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF CITY
PROPERTY LOCATED AT 3300 NORTHERLY ROAD
TO ENVISION CHARLOTTE

WHEREAS, the City of Charlotte (“City”) owns certain real property located at 3300 Northerly Road (also known as 3200 Northerly Road), Charlotte, North Carolina, containing approximately 155 acres, being commonly known as the former City landfill (the “Site”), and identified as Tax ID# 077-181-01;

WHEREAS, Envision Charlotte, a North Carolina nonprofit corporation (“Envision”) desires to lease a portion of the Site consisting of approximately 20 acres; being approximately ten (10) acres on the northern side of the access road and ten (10) acres on the southern side of the access road (the “Property”), for activities related to environmentally friendly wood waste processing and disposal (the “Permitted Use”);

WHEREAS, Sec. 8.131 of the City Charter provides the City the authority to lease City owned property for such terms and upon such conditions as the City Council may determine;

WHEREAS, the proposed lease would be for an initial five (5) years with the option to extend for one (1) five year period. Envision shall pay \$1.00 for use of the Property during the entire term of the Lease, and a percentage of Envision-generated revenue and concessions for its disposal of City-generated wood debris. Envision shall provide mid-year and year end performance reporting to City in accordance with the terms of the Lease;

WHEREAS, the proposed lease is conditioned on Envision using the Property for the Permitted Use and the Property shall be used for no other purpose without the prior written consent of the City; and

WHEREAS, thirty (30) days’ public notice was provided in accordance with North Carolina General Statute §160A-272, and the City Council is convened at a regular meeting.

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that:

The City Council hereby approves the lease of the above described area to Envision Charlotte. upon the terms and conditions set forth herein, and authorizes the City Manager, or his designee, to execute all instruments necessary to lease said property.

THIS THE 23RD DAY OF FEBRUARY 2026.

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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 212-213.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

Stephanie C. Kelly, City Clerk, CMC, NCCMC

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY
FOR CONTINUATION OF RISK MANAGEMENT SERVICES**

WHEREAS, the General Assembly of North Carolina added a new Article 34 to Chapter 160A of the General Statutes pursuant to the Projects for Advancing Vehicle-Infrastructure Enhancements Act (Session Law 2025-39) (the "PAVE Act"); and

WHEREAS, the Metropolitan Public Transportation Authority (the "MPTA") was created under Article 34 and was organized under Articles of Incorporation that the North Carolina Secretary of State certified on December 3, 2025; and

WHEREAS, under the PAVE Act, the Charlotte Area Transit System ("CATS"), currently a department within the City of Charlotte, will transition to the newly established MPTA; and

WHEREAS, the PAVE Act requires the MPTA to complete numerous tasks and actions by July 1, 2026 to aid in the initial establishment and operations of the MPTA; and

WHEREAS, as a department of the City, CATS is currently insured through the City's Risk Management Fund managed by the Risk Management Division of the City's Finance Department (the "Risk Division") and receives claims management, loss control, and insurance services from the Risk Division; and

WHEREAS, the Risk Division also provides claims management, loss control, and insurance services to the City of Charlotte, Mecklenburg County, the Charlotte-Mecklenburg Board of Education, the Charlotte Regional Visitors Authority, MEDIC, and the Charlotte-Mecklenburg Library System through various agreements; and

WHEREAS, the Risk Division renews all insurance policies annually consistent with the fiscal year (July through June) and the annual renewal process for these policies begins every spring; and

WHEREAS, to mitigate risk and ensure continuity of insurance coverage and claims services, the MPTA has requested, and the City has agreed, for the Risk Division to provide the MPTA with risk-management services and placement of insurance coverage related to all CATS' assets and operations consistent with the Risk Division's current services and placement of insurance coverage for CATS and pursuant to the terms of this Agreement; and

WHEREAS, the City and the MPTA have the power pursuant to Article 20 of Chapter 160A of the General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any

governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings.

WHEREAS, North Carolina General Statute § 160A-461 requires that Interlocal Agreements “be ratified by resolution of the governing board of each unit spread upon its minutes.”

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Charlotte hereby:

1. Authorizes and approves the City of Charlotte to enter into the proposed Interlocal Agreement with the Metropolitan Public Transportation Authority for the provision of risk management services.
2. Authorizes the City Manager, or his designee, to negotiate and execute the proposed Interlocal Agreement with the Metropolitan Public Transportation Authority consistent with the purpose for which the agreement was approved.
3. Directs that this resolution and its adoption be reflected in the minutes of the Charlotte City Council.

This the 23rd day of February, 2026.

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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 214-225.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

Stephanie C. Kelly, City Clerk, CMC, NCCMC

**INTERLOCAL AGREEMENT FOR
CONTINUATION OF RISK MANAGEMENT SERVICES**

This **INTERLOCAL AGREEMENT FOR CONTINUATION OF RISK MANAGEMENT SERVICES** (this “Agreement”) is entered into and agreed upon as of the ____ day of _____, 2026 (the “Effective Date”), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation (the “City”), and the **METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY** (the “MPTA”), a public body and body corporate and politic of the State of North Carolina under Article 34 of Chapter 160A of the General Statutes.

WITNESSETH:

WHEREAS, the General Assembly of North Carolina added a new Article 34 to Chapter 160A of the General Statutes pursuant to the Projects for Advancing Vehicle-Infrastructure Enhancements Act (Session Law 2025-39) (the “PAVE Act”); and

WHEREAS, the MPTA was created under Article 34 and was organized under Articles of Incorporation that the North Carolina Secretary of State certified on December 3, 2025; and

WHEREAS, the PAVE Act defines the purpose of the MPTA as follows: “finance, provide, operate, and maintain for a safe, clean, reliable, adequate, convenient, energy efficient, economically, and environmentally sound public transportation system for the service area of the authority”; and

WHEREAS, under G.S. § 160A-926 of the new Article 34, the MPTA is deemed a “City” for purposes of G.S. § 160A-485 and is required to “maintain a minimum of twenty million dollars (\$20,000,000) per single accident or incident of liability insurance”; and

WHEREAS, under the PAVE Act, the Charlotte Area Transit System (“CATS”), currently a department within the City of Charlotte, will transition to the newly established MPTA on a timeline to be determined by the parties, including a date when the MPTA accepts operational control of the assets of CATS (the “Transfer Date”); and

WHEREAS, as a department of the City, CATS is currently insured through the City’s Risk Management Fund managed by the Risk Management Division of the City’s Finance Department (the “Risk Division”) and receives claims management, loss control, and insurance services from the Risk Division; and

WHEREAS, the Risk Division also provides claims management, loss control, and insurance services to the City of Charlotte, Mecklenburg County, the Charlotte-Mecklenburg Board of Education, the Charlotte Regional Visitors Authority, MEDIC, and the Charlotte-Mecklenburg Library System through various agreements; and

WHEREAS, the Risk Division renews all insurance policies annually consistent with the fiscal year (July through June) and the annual renewal process for these policies begins every spring;

WHEREAS, to mitigate risk and ensure continuity of insurance coverage and claims services, the MPTA has requested, and the City has agreed, for the Risk Division to provide the MPTA with risk-management services and placement of insurance coverage related to all CATS' assets and operations consistent with the Risk Division's current services and placement of insurance coverage for CATS and pursuant to the terms of this Agreement; and

WHEREAS, the parties hereto have the power pursuant to Article 20 of Chapter 160A of the General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings.

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide continuity of insurance coverage and risk-management services for CATS' assets and operations during the upcoming transition of CATS to the MPTA and to define the duties, responsibilities, and authority of the parties in connection with the Risk Division providing claims management, loss control, and insurance services to the MPTA both before and after the Transfer Date.

This Agreement shall not be deemed to be a waiver of immunity through the purchase of insurance within the meaning of G.S. § 160A-485 or any present or future statute of similar import or the waiver of any defense or rule of governmental or sovereign immunity available to the parties with respect to any loss or claim asserted against them. Nor shall this Agreement be interpreted or construed to constitute a local government risk pool within the meaning of G.S. § 58-23.1 or any other statute of similar import. This Agreement shall inure to the benefit of the MPTA and the City and no other person, firm, corporation or governmental unit shall have any interest herein.

2. **Retention of Risk Division as Risk Manager.** To provide continuity of risk-management services for CATS' assets and operations, the MPTA hereby retains the Risk Division to serve as its risk manager, with such duties, responsibilities, and authority as provided in this Agreement. The parties' intention is for the Risk Division to provide and maintain the same level of risk-management services, including placement of insurance coverage, for the MPTA as it customarily has provided for CATS through the Transfer Date. Further, the MPTA intends to establish and implement a self-funded loss program in the future for certain claims and losses that arise after the Transfer Date (the "MPTA Loss Program") and to delegate to the Risk Division the necessary authority to provide certain risk-management services on behalf of the MPTA in conjunction with the MPTA Loss Program, all as more fully set forth in a future agreement between the parties.

3. **Duties and Responsibilities of Risk Division.** Subject to the terms, provisions and conditions of this Agreement, the Risk Division shall provide to the MPTA such administrative, advisory, and supervisory services as may be necessary to implement risk-management decisions or policies established from time to time by the MPTA. To this end, the Risk Division shall be

empowered and authorized to provide to the MPTA a full range of risk-management services including but not limited to:

(a) making recommendations as to those risks or exposures to be covered by contracts of insurance, the amount of any such insurance coverage to be secured (including the amount of deductible and/or retention) and, to the extent directed by the MPTA, assisting the MPTA in the purchase of insurance contract(s);

(b) making recommendations as to risks or exposures to be self-funded;

(c) if requested by the MPTA, advising and assisting the MPTA in developing a loss program in those particular areas designated by the MPTA and administering such program on behalf of the MPTA;

(d) advising the MPTA as to risks and exposures (including bonding and indemnification) required by applicable law to be insured or bonded against and recommended coverages therefore;

(e) advising and assisting the MPTA on the establishment and operation of safety programs, loss management programs and similar programs and undertakings designed to reduce or minimize the MPTA's exposure to various risks;

(f) providing claims and loss administration services including receiving, recording and investigating losses, claims and other occurrences and settling claims on behalf of the MPTA consistent with such guidelines established in this Agreement and any further guidelines adopted by the MPTA from time to time; and

(g) providing such other and further risk management services as may be requested by the MPTA.

4. **Purchase of Insurance.**

(a) The MPTA shall, from time to time, advise the Risk Division as to those specific risks or exposures as to which the MPTA desires to provide coverage through the purchase of insurance. Upon receipt of such instructions, the Risk Division shall use its reasonable best efforts to purchase insurance on behalf of the MPTA for such designated coverages in amounts and with retentions appropriate to cover the identified risk consistent with the directions supplied by the MPTA. Before the Transfer Date, the Risk Division shall bill the MPTA an amount equal to the net cost of any insurance purchased on behalf of the MPTA that is over and above the cost and expenses that the City currently pays (or has budgeted) for CATS insurance and such amount shall be paid by the MPTA on terms that the parties mutually agree on. After the Transfer Date, the Risk Division shall bill the MPTA an amount equal to the net cost of all insurance purchased on behalf of the MPTA.

(b) If requested by the MPTA, the Risk Division will exert its reasonable best efforts to secure on behalf of the MPTA such excess insurance as the MPTA shall request to provide the MPTA with excess coverage of specific risks above any self-funded retention of the MPTA. Before

the Transfer Date, the cost and expense of any such insurance as secured by the Risk Division on behalf of the MPTA that is over and above the cost and expenses that the City currently pays (or has budgeted) for CATS excess insurance shall be billed to the MPTA at the net cost thereof and paid by the MPTA on terms that the parties mutually agree on. After the Transfer Date, the cost and expense of any such insurance as secured by the Risk Division on behalf of the MPTA shall be billed to the MPTA at the net cost thereof.

(c) Before the Transfer Date, the City will continue to provide and fund appropriate self-funded retention and insurance coverage for CATS' assets and operations consistent with its customary practices, which will also include coverage for the MPTA. After the Transfer Date, the MPTA will be responsible for providing and funding appropriate self-funded retention and insurance coverage for CATS' assets and operations on such additional terms and conditions that the parties mutually agree on.

5. **Loss Program.**

(a) In order to provide a means of accommodating exposure to risks in certain specific areas designated by the City, the City has created, to the extent permitted by applicable law, a self-funded loss program (the "City Loss Program") in the following areas: (i) liability; (ii) automobile physical damage; (iii) property; (iv) fidelity bonds; (v) money and securities; and (vi) workers' compensation. The City Loss Program is established and administered under an Administrative Agreement, dated July 1, 1993 (attached hereto as **Exhibit A**), and covers Claims and Losses (as defined therein) against the City, including against CATS and other City departments.

(b) For Claims or Losses related to CATS assets and operations arising before the Transfer Date, the City will continue to have the Risk Division investigate, administer, and settle such Claims or Losses in accordance with existing practice and the terms of the City Loss Program. To the extent any such Claims or Losses are also made against the MPTA, the City will make best efforts to include the MPTA as a released party in any release, waiver, or other resolution of such Claim or Loss that benefits the City.

(c) For any claims or losses related to any MPTA assets or operations that are over and above CATS assets or operations and that arise before the Transfer Date, the parties will discuss whether to delegate to the Risk Division the necessary authority to provide certain risk-management services for such claims or losses, all as more fully set forth in a future agreement between the parties.

(d) For any claims or losses related to CATS or MPTA assets and operations arising after the Transfer Date, the MPTA intends to establish and implement a self-funded loss program in the future for such claims and losses (the "MPTA Loss Program") and to delegate to the Risk Division the necessary authority to provide certain risk-management services on behalf of the MPTA in conjunction with the MPTA's Loss Program, all as more fully set forth in a future agreement between the parties. To the extent any such claims or losses are made against the City, the MPTA will make best efforts to include the City as a released party in any release, waiver, or other resolution of such claim or loss that benefits the MPTA.

(e) This Agreement shall not, in any manner, be interpreted or construed to constitute a local government risk pool within the meaning of G.S. § 58-23.1 or any other statute of similar import.

6. **Claims Administration.**

(a) As noted in the recitals above, the Risk Division provides administrative services in connection with loss prevention programs for other governmental bodies in Mecklenburg County. If the MPTA has a claim against any other governmental body maintaining a loss prevention program administered by the Risk Division, or in the event that a governmental body maintaining a loss prevention program administered by the Risk Division shall have a claim against the MPTA, then the Risk Division, subject to receipt of an appropriate waiver of conflict executed by all parties involved, shall be authorized to administer such claim subject to the terms and provisions of this Agreement as if no conflict existed. If any party to such conflict or potential conflict fails to execute a waiver permitting the Risk Division to administer such claim; then the Risk Division shall be relieved of any obligation to administer the claim and the same shall be administered and resolved directly between the parties in interest. The MPTA, by its approval and execution of this Agreement, shall be deemed to have authorized _____ to execute on behalf of the MPTA such conflict waivers as shall be appropriate in order to permit the Risk Division to administer conflicting claims.

(b) The Risk Division shall assist the MPTA in the filing of claims with any insurance carriers providing insurance as to designated risks.

7. **Appointment of Counsel.** The MPTA shall be responsible for the selection of legal counsel to advise and represent the MPTA in settling claims or losses and defending litigated claims or losses and shall be generally administratively responsible for overseeing defense of litigated claims or losses. To the extent requested by the MPTA, the Risk Division shall assist and cooperate with counsel as selected by the MPTA in settling claims or losses and defending litigated claims or losses. The cost of such counsel and other related costs shall be paid as determined by the MPTA. For Claims and Losses related to CATS assets and operations arising before the Transfer Date, the parties will consider on a case-by-case basis whether the City's legal counsel may jointly represent the MPTA in settling or defending such Claims and Losses.

8. **Administrative Costs.** Before the Transfer Date, the MPTA shall be responsible for reimbursing the Risk Division for administrative costs associated with providing the risk-management services and placing the insurance coverage covered by this Agreement that are over and above the costs that the City currently pays (or has budgeted) for CATS risk services and insurance coverage and such amount shall be paid by the MPTA on terms that the parties mutually agree on.

After the Transfer Date, the MPTA shall be responsible for reimbursing the Risk Division for administrative costs associated with providing the risk-management services and placing the insurance coverage covered by this Agreement. Those post-Transfer Date costs shall equal the MPTA's pro rata share of the Risk Division's total administrative costs, after taking into account the other units of local government that use the Risk Division for risk-management services (using

CATS' and the Risk Division's cost information from the most recent complete fiscal year available to calculate the MPTA's pro rata share).

9. **Duration**. This Agreement shall commence on the Effective Date and shall remain in effect until June 30, 2027 and shall be automatically renewed for each fiscal year thereafter unless notice of non-renewal is given by the MPTA to the Risk Division in writing on or before April 30 prior to the next fiscal year term.

10. **Limitation of Liability**. To the extent permitted by applicable 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.

11. **Cooperative Resolution**. The parties acknowledge and agree that this Agreement is intended to facilitate their mutual goal of a smooth and successful establishment of the MPTA and its initial operations. To that end, each party shall make good faith efforts to cooperatively and collaboratively resolve any concerns or administrative issues that arise, to the extent not inconsistent with this Agreement.

12. **Dispute Resolution**. The parties agree that it is in their mutual interest to resolve any disputes arising out of this Agreement informally. The parties shall negotiate in good faith and use all reasonable efforts to resolve any such dispute(s). During the time the parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the parties within thirty (30) days after the initial delivery of written notice from one party to the other party about a dispute that is governed by this Section 8, either party may (a) elect to exercise any other remedies available to such party or (b) invite the other party to submit the matter to mediation or arbitration; provided, however, that this section shall not constitute an agreement by either party to mediate or arbitrate any dispute.

13. **Amendment**. Amendments or modifications to this Agreement may only be made by a written agreement signed by the City and the MPTA.

14. **Miscellaneous**.

(a) **Entire Agreement**. 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 any 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 hereof and remain binding thereafter.

(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 ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each party, acting through its respective duly authorized representative, has caused this Agreement to be signed in their respective names and delivered as of the date first above written.

CITY OF CHARLOTTE,
a North Carolina municipal corporation

By: _____

Print Name: _____

Title: _____

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

Deputy Finance Officer

Date

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party, acting through its respective duly authorized representative, has caused this Agreement to be signed in their respective names and delivered as of the date first above written.

METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY,
a public body and body corporate and politic of the State of North
Carolina under Article 34 of Chapter 160A of the General Statutes

By: _____

Print Name: _____

Title: _____

EXHIBIT A

(1993 City Administration Agreement with Risk Division)

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON FEBRUARY 23, 2026**

A motion was made by Arias and seconded by Driggs for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, the City of Charlotte will reimburse the North Carolina Department of Transportation (NCDOT) for the replacement of and improvements to the Charlotte Water owned water and sanitary sewer infrastructure located within the North Carolina Department of Transportation's (NCDOT) highway improvements project BP10-R012 Asbury Chapel Bridge, located along Asbury Chapel Road at South Prong of Clarks Creek.

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$1,642,526; and

WHEREAS, Charlotte Water has programmed funding for said water and sanitary sewer construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the NCDOT for actual construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

That the Municipal Agreement between the NCDOT and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the City Manager, or his designee, and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the NCDOT.

Adopted this the 23rd Day of February, 2026 in Charlotte, 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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 226-227.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



Stephanie C. Kelly, City Clerk, CMC, NCCMC



A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 9th day of February that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 228-232.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



Stephanie C. Kelly, City Clerk, CMC, NCCMC



February 23, 2026
 Resolution Book 56, Page 229

Taxpayers and Refunds Requested

Name	Amount
ABERDEEN OWNERS ASSOCIATION INC	28.78
ACOSTA, GLORIA L	307.70
ADAMS, WILLIAM L AND ADAMS, CLARETTA F	486.95
ALEXANDER, ELIZABETH NANTZ	408.66
ANURAG, SANDIP	158.39
ASBURY, JULIA W	385.00
BARBEE, ROGER DALE	70.70
BATISTA, MARIA N AND GARCIA, DOMINGO	553.41
BESSELLIEU, DENISE AND YOUNG, JACQUELINE	126.73
BEVERLY, DOROTHY L.	307.41
BOLER, KEVIN D	512.29
BONDS, SHIRLEY	249.28
BOYD, SANDRA L	287.13
BOYLES, OCTOBER EVE	60.12
BREWER, MILDRED L	614.11
BRIDGES, JACQUES P AND BRIDGES, NICOLE	126.73
BRODA, WILLIAM M AND MARY TALBOT	126.73
BROWN, LARRY A	187.66
BUTTLE, MARILYN PIERRETTE	68.53
CAROLINA MULTIFAMILY CONSTRUCTION INC	597.38
CAROLINA VOLUNTEER FIRE DEPT INC	3,156.32
CARTER, SHANNON DENISE	126.74
CC ATHERTON OWNER LP . (*)	25,956.92
CC-SFA MF ATHERTON LLC	23,410.36
CESSNA, JENNIFER M AND ILBRINK, AARON	123.35
CHANGE, RUTH	438.52
CHISOLM, RICHARD AND CHISOLM, JUDIE M	126.74
COCHRAN, PATRICIA A	236.72
COLE, WILLIAM C AND COLE, HOPE Y	126.73
CRUZ, EUDOCIO	468.22
DARWIN, WILLIAM E AND DARWIN, DEBORAH L	120.30
DARWIN, WILLIAM E AND DARWIN, DEBORAH L	120.30
DRUNGLE, MARGARET ROSE	462.90
EMBRACE ALL LATINO VOICES	95.47
EPIC NC LLC	11,013.40
FORBES, MATTHEW L AND FORBES, SHAYLA L	126.73
FREEMAN, TRACCY ANN DAVIS	644.39
FURR, JACKIE DALE	77.79
GAITHER, GARFIELD	291.10
GENERAL MOTORS LLC	133.28
GRUBB, RAYMOND E AND THOUNE, THOMAS	1,021.79
GTT AMERICAS LLC	6.41
HAYNES AND BOONE LLP	928.49
HYDRAULIC ENGINEERED PRODUCTS & SERVICE CO INC	313.39
HYDRAULIC ENGINEERED PRODUCTS & SERVICE CO INC	292.73
HYDRAULIC ENGINEERED PRODUCTS & SERVICE CO INC	203.53
HYDRAULIC ENGINEERED PRODUCTS & SERVICE CO INC	158.70
INGRAM, NITA G	328.95
JOHNSON ARTIS L SR AND JOHNSON GWENDOLYN B	540.61
KATSANOS, HELEN AND DONOHUE, KIRK B	126.73
KEANE, ELLYN S	441.04
KOROMA, ERNESTINE A	594.38
LEONARD, HATTIE	365.29
LEWIS, CARLTON MAURICE AND CARLTON MAURICE LEWIS REVOCABL, TRUST	126.74
LOPEZ, MARGARITA REBOLLAR	121.26
LOPEZ, MARGARITA REBOLLAR	105.04
LOPEZ, MARGARITA REBOLLAR	92.35
MARHELIS, GVIDO	471.18

February 23, 2026
 Resolution Book 56, Page 230

Taxpayers and Refunds Requested

PATEL, RUSAB M AND PATEL, AMIBEN R AND PATEL R, RASILA AND PATEL, MAHENDRA	890.82
PEEBLES, ANNIE S	274.60
PENMETSA, MITRA	167.67
POOLE, DANA R AND GARDNER, MOSES D, III	126.74
PORTER'S ROW TOWNHOMES HOMEOWNERS A	211.23
PORTER'S ROW TOWNHOMES HOMEOWNERS A	211.23
PORTER'S ROW TOWNHOMES HOMEOWNERS A	211.23
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PORTER'S ROW TOWNHOMES HOMEOWNERS A	211.23
PORTER'S ROW TOWNHOMES HOMEOWNERS A	211.23
PORTER'S ROW TOWNHOMES HOMEOWNERS A	129.56
PORTER'S ROW TOWNHOMES HOMEOWNERS A	65.63
PORTER'S ROW TOWNHOMES HOMEOWNERS A	63.37
PORTER'S ROW TOWNHOMES HOMEOWNERS A	63.37
PORTER'S ROW TOWNHOMES HOMEOWNERS A	47.88
PORTER'S ROW TOWNHOMES HOMEOWNERS A	43.66
PORTER'S ROW TOWNHOMES HOMEOWNERS A	36.61
PORTER'S ROW TOWNHOMES HOMEOWNERS A	27.89
PORTER'S ROW TOWNHOMES HOMEOWNERS A	19.72
POWELL, SHANNON KARON E AND POWELL, SHERIEE YANEE	126.74
RAR2-ATHERTON MMG LP AND C/O DWS-RREEF MANAGEMENT LLC	36,721.33
RAR2-ATHERTON MMG LP AND C/O DWS-RREEF MANAGEMENT LLC	32,745.44
RAR2-ATHERTON MMG LP AND C/O DWS-RREEF MANAGEMENT LLC	29,776.76
REEDER MEMORIAL BAPTIST CHURCH INC	2,696.40
REMITCO LLC	285.96
ROMERO, JOHNATAN AND GONZALEZ, ABNER	1,068.67
RUBIO, PEDRO JULIO ALBA AND GONZALEZ, ANA JARAMILLO	508.92
SHIELDS, ROBERT W AND SHIELDS, HALYNA	444.59
SPIVEY, KEITH C	638.50
SPROCK, LEIGH-ANN WHITLEY AND CARPENTER, JOHN J	1,266.10
TASTE CAFE AND LOUNGE	174.64
TRUGREEN LIMITED PARTNERSHIP	2,579.56
WCO EAST SIDE LP	24,946.66
WIGGINS, MARION	288.73
WILLIAMS, JOAN H	221.56
WILLIAMS, PHILLIP AND SANDRA LOUISE	399.21
YOUNG MEN'S CHRISTIAN ASSOC OF GREATER CHARLOTTE	4,155.90
ZAGHARI, ISMAIL I AND ZAGHARI, HANAN	568.48
	<u>221,997.63</u>

February 23, 2026
 Resolution Book 56, Page 231

Taxpayers and Refunds Requested

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February 23, 2026
 Resolution Book 56, Page 232

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ZAGHARI, ISMAIL I AND ZAGHARI, HANAN	568.48
	<u>221,997.63</u>

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 the **Barrington – LCR 77 Replacement Sewer project**; 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 Barrington – LCR 77 Replacement Sewer Project** estimated to be:

24,171.64 sq. ft. (0.56 ac.) in Permanent Sanitary Sewer Easement
24,347.74 sq. ft. (0.56 ac.) in 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. 099-084-43**; said property currently owned by **Shannon Park Swim Club, Inc.** and 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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 233-234.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

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 **HARRISBURG RD SUP - WINTERWOOD TO SAM DEE**; 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 for **HARRISBURG RD SUP -WINTERWOOD TO SAM DEE** and estimated to be:

6,229 sq. ft. (0.143 ac.) **Fee Simple inside existing right-of-way**
1,807 sq. ft. (0.041 ac.) **Temporary Construction Easement**
3,015 sq. ft. (0.070 ac.) **Storm Drainage Easement**
432 sq. ft. (0.010 ac.) **Sidewalk Utility Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 111-061-08 said property currently **RUTH SULLIVAN FAMILY TRUST, LLOYD L. SULLIVAN & L'TANYA GORDON, TRUSTEE**, 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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 235-236.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

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 **PEBBLE STREET 4150**; 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 for **PEBBLE STREET 4150** and estimated to be:

296 sq. ft. (0.007 ac.) **Storm Drainage Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 087-102-04 said **S & S REALTY OF CHARLOTTE, INC.**, 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 23rd day of February, 2026, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 56 Page(s) 237.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 23rd day of February 2026.



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

Stephanie C. Kelly, City Clerk, CMC, NCCMC