

MINUTES OF A SPECIAL MEETING OF  
THE HOUSING AUTHORITY OF THE CITY OF RALEIGH  
BOARD OF COMMISSIONERS  
OCTOBER 06, 2022

The members of the Board of Commissioners of the Housing Authority of the City of Raleigh, North Carolina met via Zoom on Thursday, October 6, 2022 at 9:00 a.m.

The Board Vice Chair called the meeting to order and upon roll call the following were present and absent:

Present: Eric Braun, Valerie Crutchfield, Susan Ellinger, Arne Morris, Joe Whitehouse, Yolanda Winstead.

Absent: Niya Fonville-Swint, Bahati Mutisya, Gregg Warren.

Visitors: Charles Francis, Francis Law Firm.

RHA Staff: Sonia Anderson, Jennifer Morgan, Gwen Wall.

The Board Chair declared a quorum present and welcomed everyone to the meeting.

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EXECUTIVE SESSION

Commissioner Winstead moved and Commissioner Ellinger seconded approval to go into Executive Session to discuss a real estate matter.

Aye: Eric Braun, Valerie Crutchfield, Susan Ellinger, Arne Morris, Joe Whitehouse, Yolanda Winstead.

Nay: None

The Board adjourned to Executive Session at 9:01 a.m.

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NEW BUSINESS

The Board reconvened to vote on the following resolution.

HOUSING AUTHORITY OF THE CITY OF RALEIGH  
RESOLUTION NO. 77 (2022)

MEMORANDUM OF UNDERSTANDING  
Heritage Park Redevelopment  
(Raleigh Housing Authority)

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into as of October \_\_, 2022 (the “Effective Date”) by and between the Housing Authority of the City of Raleigh, North Carolina, a public body and a body corporate and politic under North Carolina law (“RHA”) and Brinshore Development, L.L.C., an Illinois limited liability company (“Brinshore”) and Raleigh Raised Development, LLC, a North Carolina limited liability company (“Raleigh Raised” along with Brinshore, the “Developer,” along with the RHA, collectively the “Parties”). The term RHA, as used herein, may also include an affiliate or instrumentality of RHA.

## RECITALS

WHEREAS, RHA issued a Request for Qualifications for Co-Developer on August 18, 2021 (the “RFQ”);

WHEREAS, through the RFQ, RHA invited development teams to submit qualification-based proposals to serve as the co-developer, along with a RHA non-profit affiliate, to redevelop all or a portion of the Heritage Park public housing community located 416 Dorothea Drive, Raleigh, North Carolina 27601, and more particularly described in Exhibit A (the “Property”);

WHEREAS, RHA’s current vision for the redevelopment of the Property includes a multi-phased, mixed-income and potentially mixed-use community of multifamily housing and supporting facilities available to families of all income levels (e.g., market rate and affordable), but specifically including families at 80% or less of the area median income for Raleigh, North Carolina (the “Project”);

WHEREAS, Developer formally responded to the RFQ on November 22, 2021;

WHEREAS, the RHA Board of Commissioners authorized the Repositioning Committee of RHA to negotiate the terms and conditions of this MOU, the Master Planning Agreement and the Master Development Agreement (as defined below); and

WHEREAS, the Parties wish to enter into this non-binding MOU to set expectations and plan next steps prior to the entering into a Master Planning Agreement and Master Development Agreement by and between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of MOU. The Parties agree that this MOU, except as specifically set forth herein, is intended to set broad parameters for a master planning process and as an outline of proposed terms and conditions of a master development agreement between the Parties and in connection

with the Project, which shall be subject to each Party's discretionary approval (the "Master Development Agreement" or "MDA"). The Parties shall negotiate said Master Development Agreement in good faith.

2. Master Planning and Predevelopment Expenses. The Parties acknowledge that the Developer has been formally procured by RHA and that the Developer's first major responsibility will be to actively participate in a master planning process with RHA and its contractors, including any additional properties likely to be acquired by RHA and/or Developer during the term of the MDA (the "Master Planning").

- A. The Master Planning process shall include, without limitation, environmental, architectural and engineering reviews, geotechnical testing, land entitlement assessments and other due diligence reasonably sufficient to determine the condition of the Property for each phase of the Project, site planning, phasing plan, relocation plan, demolition plan, Project budgeting (the "Project Budgeting"), Project scheduling, regular meetings with RHA and other key stakeholders, and community engagement.
- B. The above-referenced community engagement phase of the Master Planning process shall include, at a minimum, intensive listening processes designed to critically engage current residents in the Master Planning process to create opportunities for components of the Master Plan to reflect community-directed redevelopment concepts such as (not limited to) the retention of the current development's cultural and historical character, the development of mixed-use intergenerational components (e.g. Pre-K and senior living facilities) and the preservation of green space.
- C. The result of the Master Planning process should be a site plan approved by the Parties, together with an approved Development Program and Project Budget broken down by phases, each phase of the Project being referred to hereafter as a "Phase" or "Project Phase", which form the basis for drafting the Master Development Agreement.
- D. Each Party shall be obligated to participate in the Master Planning process in good faith.
- E. Upon execution of this MOU, RHA shall prepare a master planning agreement for review and approval by the Developer (the "Master Planning Agreement"), including a budget describing expenses to be incurred in preparing the Master Plan (the "Master Planning Budget"). The Master Planning Budget shall require the written approval of both Parties. The Master Planning Agreement shall obligate the Parties to be responsible for paying the costs identified in the approved Master Planning Budget as follows: 1) the first \$150,000.00 shall be paid by the RHA, and any amounts over \$150,000.00 will be split between Brinshore and the RHA on a 60/40 basis, meaning Brinshore shall pay 60% of the costs and RHA shall pay 40%. The costs incurred by each Party for Master Planning shall be accounted for and

accrue interest at a simple rate of 5% per annum. The Parties agree to include in the Master Planning Agreement and Master Development Agreement an obligation of the respective Owner Entities to reimburse Brinshore and RHA for their Master Planning out-of-pocket costs, plus interest at 5% upon the financial closing of each Project Phase in such amounts as are mutually and reasonably agreed upon by Brinshore and RHA. It is the intention of the parties that the Master Planning expenses shall be repaid in three installments beginning with the financial closing of the first Project Phase, if financially feasible. The Parties hereby agree that reimbursement by each Owner Entity of one-third (1/3) of their respective total Master Planning costs is not unreasonable, and will be included in the development budgets to the extent financially feasible.

- F. The Parties further agree to include in the Master Planning Agreement and Master Development Agreement an obligation of the Owner Entities to reimburse Brinshore and RHA for their Project Phase specific predevelopment costs, plus interest at 5% upon the financial closing of each Project Phase. Predevelopment expense shall include only third party expenses specifically related to costs associated with moving a Project Phase to closing, including but not limited to: architecture, engineering, surveying, environmental due diligence, zoning, application fees, building permit fees, and other municipal fees. Brinshore will prepare a predevelopment budget for each Project Phase to be approved by the RHA. The Parties agree that Phase specific predevelopment costs shall be shared between Brinshore and the RHA on the same proportional basis as the agreement of split of development fees on a particular Phase.
- G. Notwithstanding anything else stated herein to the contrary, RHA shall be solely responsible for the costs of demolition of the existing improvements on the Property and any required abatement and/or remediation of environmental conditions.

3. Roles and Responsibilities. The Parties intend that the Master Development Agreement will assign roles and responsibilities among the Parties for each phase of the Project, as follows:

A. The Developer.

The Developer shall be responsible for the following (i through xxiii):

- (i) Work with RHA as a partner in the development process of the Project;
- (ii) Work closely with community stakeholders in connection with the Project;
- (iii) Prepare a Project Budget, including sources and uses for the Project and each Project Phase, updating as necessary throughout the term of the Master Planning Agreement and MDA, subject to RHA's written approval;

- (iv) Develop and implement a Project Schedule, subject to RHA's written approval;
- (v) Develop a viable financing plan; prepare necessary financing applications for the development of each Phase of the Project, and secure all necessary financing, subject to RHA written approval;
- (vi) Apply for and obtain an allocation from the North Carolina Housing Finance Agency ("NCHFA") of low-income housing tax credits ("LIHTCs") for each Owner Entity of a Project Phase in accordance with the requirements of Internal Revenue Code §42;
- (vii) As required by the Master Plan, the demolition of any existing buildings and all other physical improvements and infrastructure on the Property and any acquired sites necessary to facilitate the development of the Project (the "Demolition"). Except for the approvals required by HUD, including any approvals necessary for demolition and/or disposition of existing improvements and interests in the Property, the Developer shall be responsible for obtaining all necessary approvals, permits or other documentation necessary to complete the Demolition. RHA shall be responsible for paying the costs of obtaining all necessary approvals, permits and other documentation necessary to complete the Demolition and for the Demolition itself.
- (viii) Provide guaranties as described in Paragraph 7;
- (ix) Provide a minority/women-owned business enterprise ("M/WBE") utilization plan containing, at a minimum, a detailed description of the services that the Parties seek to be provided by each M/WBE;
- (x) Provide monthly reports to RHA on the progress of the development efforts, including work completed, associated costs, schedule and budgetary requirements;
- (xi) Complete any environmental and geotechnical testing required following the Master Planning process, where needed, and promptly share copies of any reports with RHA;

- (xii) Procure a general contractor (who will agree to participating in a joint venture with Raleigh Raised), real estate broker (Raleigh Raised Real Estate, LLC will be given an opportunity to act as initial broker for commercial spaces), architect, engineering and all other required consultants and third-party contractors, subject to RHA prior written approval;
- (xiii) Lead all efforts related to obtaining all required governmental approvals and permitting related to the Project, except that RHA shall lead (a) all zoning efforts while working collaboratively with the Developer and (b) RHA shall lead all efforts seeking any required development agreement, as authorized by North Carolina law, between the City of Raleigh or Wake County and an Owner Entity in connection with the Project or a Project Phase;
- (xiv) Oversee design, construction and quality control, and submit construction plans and specifications, as well as the general contractors pricing for same, to RHA for written approval at schematic design, 50% construction documents, and 100% construction documents;
- (xv) Negotiate long-term ground leases with RHA for Phases of the Project to include terms and conditions reasonably satisfactory to lenders and investors to each Owner Entity of a Phase (the “Ground Leases”);
- (xvi) Establish single-purpose limited liability companies to lease portions of the Property, in which the managing member shall be entities controlled by Developer and RHA (the “Managing Member”), and an Investor Member (as defined below) (the “Ownership Entity”);
- (xvii) Obtain and analyze a third-party market study establishing sufficient market demand for the Project;
- (xviii) Obtain or cause Owner Entity’s lender to obtain an “as-is” appraisal of the Project;
- (xix) Develop a 20-year financial pro forma for the Project reflecting the reasonably anticipated cash distributions to be recognized by the Owner Entity. Additionally, the pro forma shall include, at a minimum, supportive services fees to be paid to RHA or a third-party provider as an operating expense of each Owner Entity of each phase of the Project, if such fees are not funded from a development source and deposited into a reserve prior to the commencement of operations;
- (xx) Negotiate either a cost-plus fee with a guaranteed maximum price construction contract or a stipulated sum contract, with the approval of

RHA, whose approval shall not be unreasonably withheld, conditioned or delayed;

- (xxi) Satisfy any applicable insurance requirements for the Project;
- (xxii) Negotiate and close all Project financing, subject to RHA's written approval;
- (xxiii) Negotiate and close equity contributions to the ownership entity, subject to RHA's written approval; and
- (xxiv) Develop the Project in full compliance with all applicable federal, state and/or local legal requirements.

RHA acknowledges that the timeliness of RHA's response to submittals for financing, design, construction and other material decision points will be crucial to the Developer's ability to meet the performance milestones in this MOU and in the MDA. Developer acknowledges that RHA has a material interest in receiving, within a commercially reasonable time, any submittal for which its review and approval are required hereunder. Developer shall provide RHA with a written request for review and approval of each submittal described in this section or elsewhere in this MOU, as applicable, including supporting documents, materials and information reasonably necessary for RHA to consider said submittals ("Request Notice"). RHA shall have ten (10) business days after delivery by Developer of each Request Notice to provide its review, approval or denial to Developer. If RHA fails to respond to a Request Notice within ten (10) business days of delivery by Developer, RHA shall be deemed to have approved said submittal effective on the eleventh (11<sup>th</sup>) business day.

**B. RHA**

RHA shall be responsible for the following (i through xiii):

- (i) Ensure, by no later than the closing date for each Phase, the Owner Entity receives marketable leasehold title to a portion of the Property upon terms and conditions of a negotiated Ground Lease in exchange for a capitalized lease payment for the residual value of the leasehold interest as determined by an appraisal based upon a ground lease of a portion of the Property with a term of 99 years for the applicable Phase of the Project or such other amount as the Parties agree. RHA will not enter into the Ground Lease until closing on the financing of the Project.
- (ii) Obtain approvals for the Project or Phases thereof under HUD's Rental Assistance Demonstration Program ("RAD Program") or other subsidy programs of HUD or other subsidy providers mutually agreed upon by the Parties;

- (iii) Work closely with community stakeholders in the Project, including Developer representatives, state and local entities;
- (iv) Work with Developer as a partner in the development process;
- (v) Assist Developer and its consultants to develop a viable financing plan, and assist in the preparation of necessary financing applications and securing all necessary financing;
- (vi) Provide guaranties as described in Paragraph 7;
- (vii) During the construction phase of each Phase of the Project, assist Developer in providing training and employment opportunities to local individuals in accordance with Section 3 requirements;
- (viii) Payment of all fees and expenses related to the Demolition;
- (ix) Assist Developer in ensuring compliance throughout the development process with the M/WBE utilization plan and RHA and City of Raleigh Durham M/WBE policies;
- (x) Collaborate with Developer to facilitate resident and community engagement through Project lease-up and take the lead on resident communication with any existing Project residents;
- (xi) Work with the development team to obtain all required regulatory approvals and permits related to this development;
- (xii) Assist in the establishment of each Owner Entity;
- (xiii) Assist in obtaining local letters for LIHTC applications;
- (xiv) Actively participate in construction management;
- (xv) Subject to the requirements of the Master Plan, maintain in a reasonable manner and in good condition, those portions of the Property not conveyed to an Owner Entity.



Each of the Parties acknowledges that staffing discrepancies and other factors may require that the parties perform services on a more active basis than the other party.

4. Term of MOU. Unless otherwise terminated as provided herein, the term of this MOU shall begin on the Effective Date and end when superseded by the Master Development Agreement or until December 31, 2023 at 11:59 pm, whichever occurs first (the “Term”).

5. Ownership Interests. The parties agree that ownership interests in each of the Owner Entities shall be determined based upon the value of the Property interests contributed to each Owner Entity by RHA, financial contributions and other considerations as negotiated and documented in a definitive operating agreement for each Owner Entity; provided however, that for Owner Entities financed with LIHTCs, it is the expectation that 99.99% of the ownership interests will be held by the investor member of the LIHTC equity investor (“Investor Member”) in exchange for its capital contributions, and that the remaining 0.01% of the ownership interests will be shared by Developer and RHA, acting collectively as the Managing Member of each Ownership Entity. Developer’s or its affiliate’s ownership interest in each Managing Member is expected to be .51% (controlling) and RHA’s or its affiliate’s ownership interest in each Managing Member is expected to be .49%. However, in the event the Parties agree to seek a real property tax exemption for any Phase of the Project, the Parties shall agree to restructure their respective roles and responsibilities as members of the Managing Member of an Owner Entity in order to achieve the property tax exemption. The selection of any and all Investor Members shall be subject to RHA written approval.

6. Development Fees. The total development fee to be earned by Developer and RHA for development services afforded to each Owner Entity will be as set forth in separate development agreements, which shall provide, among other things: (i) that Developer shall receive sixty-five percent (65%) and RHA shall receive thirty-five percent (35%) of the development fee for all transactions financed with 9% Low Income Housing Tax Credits (“LIHTCs”) and that said development fees shall be paid to the Parties *pari passu*; (ii) that Developer shall receive sixty percent (60%) and RHA shall receive forty percent (40%) for transactions financed with 4% LIHTCs and that said development fees shall be paid to the Parties *pari passu*.

7. Guaranties. The Parties agree that Brinshore Development, LLC and RHA be jointly and severally liable for all financial guaranties, including the construction completion guaranty, construction loan guaranty, tax credit adjusters, operating deficit guaranty, environmental and loan funding guarantes so long as Developer has a legal interest in the Ownership Entity. The Parties shall enter into separate indemnity agreements wherein Brinshore agrees to limit RHA’s liability under the above-referenced guaranties to forty percent (40%) of any out of pocket expense paid in connection with a guaranty obligation, and RHA agrees to limit Brinshore’s liability under the above-referenced guaranties to sixty percent (60%). RHA shall provide 100% of the tax credit guaranties related to operations and compliance so long as RHA is property manager, and shall indemnify Brinshore until it is released from Operating Deficit and Tax Credit Compliance Guaranties by the Investor and Lender. For avoidance of doubt, RHA’s obligation to indemnify Brinshore as required by the preceding sentence arises only from operating deficits and tax credit compliance issues and shall not arise from tax credit adjusters related to eligible or qualified basis in LIHTCs or the construction of a Project Phase. The Parties intend that the

Developer exit each Owner Entity at the earliest opportunity with the consent of the Investor Member, lenders, and NCHFA, and provided that upon exit, RHA will assume all Brinshore guaranty liabilities going forward.

8. Overhead Expenses. The Parties agree that each party shall be responsible for its own corporate overhead during the term of this MOU and the MDA, including its own legal fees related to the negotiation of this MOU and the MDA (the “Overhead Expenses”).

9. Cash Flow. As long as Developer has an interest in an Owner Entity and/or is liable for guarantees for a Phase of the Project, Developer shall receive sixty percent (60%) of the cash flow payable to the Managing Member for the applicable Phase and RHA shall receive forty percent (40%), subject to Investor Member’s approval as documented in the operating agreement for the applicable Owner Entity. RHA shall receive 100% of the cash flow payable to the Managing Member for such Phases after Developer no longer has an interest in the applicable Owner Entity.

10. Right of First Refusal/Purchase Option. RHA shall have both a right of first refusal and purchase option to acquire the applicable leasehold interest in the Project and a purchase option to acquire the membership interests of the Investor Member and Developer for each Owner Entity, following the compliance period for Owner Entities financed with LIHTCs.

11. Property Management. The Parties agree that RHA shall be the initial property manager, subject to the approval of Project investor(s) and lender(s). As long as the Brinshore has guarantees outstanding, it will retain the right to terminate the property management agreement for cause.

12. Resident Relocation. RHA shall be solely responsible for any resident relocation related to the Project or other acquired sites required or permitted in connection with the Master Plan. RHA shall also be responsible for the development of a comprehensive resident relocation plan related to the Project, which shall be developed with input from Developer. Where the relocation is a budgeted expense of the Project that is part of the Master Plan, the Owner Entity shall reimburse RHA for any direct expenses associated with the resident relocation for the Project.

13. General Contractor. Brinshore will be responsible for procuring a General Contractor for all Phases of development. RHA acknowledges the Developer will include a requirement for forming a joint venture partnership with Raleigh Raised as part of the procurement of General Contractor.

14. Termination and Exit Fee. In the event RHA or Developer wishes to terminate its working relationship in connection with the Project before the end of the Term, as evidenced by written notice provided by RHA or Developer to the other party (the “Notice of Termination”),

or the Parties have failed to enter into the MDA by the end of the Term, RHA shall reimburse Developer all reasonable and proper documented expenses paid or incurred by Developer, pursuant to the approved Master Planning Agreement and Master Planning Budget and Predevelopment Budget expenses, excluding Overhead Expenses. If RHA is the Party giving the Notice of Termination, RHA shall pay Developer a Termination Fee (the "Termination Fee") of \$100,000. The Termination Fee shall be paid by RHA no later than sixty (60) days of receipt by RHA of a written document from Developer itemizing all reasonable and proper expenses paid or incurred by Developer, excluding Overhead Expenses, in connection with the Master Planning process and Predevelopment expenses associated with Projects. The Parties intend for the provisions of this Paragraph 14 to be binding and legally enforceable. Once a particular Project Phase financing is closed, the RHA may not terminate the Developer as to that Phase. If Brinshore is required to remain in the ownership structure beyond the minimum period required by NCHFA, Brinshore will continue to provide asset management services to the particular Project Phase, and will be entitled to an asset management fee for such services and payable in accordance with the terms and conditions of the Project Phase operating agreement.

15. Compliance with Applicable Legal Requirements. The Parties agree to comply with all applicable Federal, state or local legal requirements in connection with the development of the Project, including, without limitation, those concerning wage requirements, equal employment opportunities, minority and women's business utilization, small and disadvantaged business utilization, and local jobs preferences, in accordance with applicable law.

16. Notices. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when dispatched by (1) certified mail, return receipt requested; (2) express delivery service with a delivery receipt; or (3) personal delivery, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

If to RHA:           Housing Authority of the City of Raleigh, North Carolina  
                          900 Haynes Street  
                          Raleigh, North Carolina 27604  
                          Attention: Executive Director

With copies which shall not constitute notice, to:

The Banks Law Firm, P.A.  
4309 Emperor Boulevard, Suite 110  
Research Triangle Park, North Carolina 27703  
Attn: Eric Pristell

And to:               The Francis Law Firm, PLLC  
                          215 East North Street  
                          Raleigh, North Carolina 27601  
                          Attn: Charles T. Francis

If to Developer: Brinshore Development, L.L.C.  
1603 Orrington, Suite 450  
Evanston, Illinois 60201  
Attn: Richard Sciortino

If to Developer: Raleigh Raised Development, LLC  
8317 Six Forks Road, Suite 205  
Raleigh, North Carolina 27615  
Attn: LeVelle Moton

17. Assignment of MOU. Unless otherwise provided in this Paragraph, no assignment of the rights or benefits and no delegation of the duties provided in this MOU may be made without the written consent of the non-assigning or non-delegating party, whose consent shall not be unreasonably withheld; provided, however, the Parties may subcontract certain of the services to be performed by and under this MOU, but such subcontract shall not be construed to constitute a novation of this MOU and any subcontracting party shall still retain responsibility for its performance under this MOU. Developer acknowledges and agrees that RHA may transfer its rights and duties under this MOU to a subsidiary or related entity of RHA provided that such entity complies with all the provisions and limitations thereof. RHA acknowledges and agrees that Developer may transfer certain of its rights and duties under this MOU to a subsidiary or related entity of Developer provided that such entity complies with all the provisions and limitations thereof.

18. Acknowledgment of Other Obligations. Each of the Parties recognizes that it may incur obligations under other agreements to provide services to the Project and/or the Owner Entity. Each of them shall devote such time and effort as is necessary to carry out its responsibilities under this MOU but shall not be required to devote its full time, attention or energies to the performance of such duties.

19. Saving Clause. If one or more provisions of this MOU or any application of any provision shall be deemed or declared to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this MOU shall in no way be affected or impaired. This MOU shall be governed by the laws of the State of North Carolina.

20. Modification. This MOU shall not be changed, modified or amended except by a writing signed by the parties hereto.

21. No Third-Party Beneficiaries. There shall be no actual or intended third-party beneficiaries to this MOU.

22. Binding Nature. Except as specifically set forth herein, this MOU shall be non-binding on the Parties.

23. Due Diligence Product. In the event that the Parties agree that the Project as contemplated by this MOU will not be able to close, Developer shall assign all due diligence product procured by Developer upon full reimbursement to Developer for the costs of such due diligence by RHA, which reimbursement shall be paid within ninety (90) days after the written request for such reimbursement by Developer to RHA.

24. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, and no failure on the part of any party to insist upon strict performance of any term or provision hereof shall operate as a waiver of any of such parties' rights hereunder, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. No waiver by any party of any condition or event of default shall constitute a waiver of any subsequent condition or event of default.

25. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same agreement.

26. Governing Law. This MOU, to the extent binding, shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent the adjudication of the claim is preempted by federal law. In the event of litigation, the parties agree that venue for the prosecution of any state court proceeding shall be Wake County, North Carolina, and any federal court proceeding shall be the Eastern District of North Carolina.

Commissioner Braun moved and Commissioner Ellinger seconded approval of the foregoing resolution. A vote being called, the ayes and nays were as follows:

Aye: Eric Braun, Valerie Crutchfield, Susan Ellinger, Arne Morris, Joe Whitehouse, Yolanda Winstead.

Nay: None

Resolution No. 77 (2022) has been adopted.

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ADJOURNMENT

There being no further business to come before the Board, the Chair declared the Special Board Meeting adjourned.

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Arne Morris  
Board Chair

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Liz Edgerton  
Secretary