

# **City of Charlotte**

*Charlotte-Mecklenburg Government Center  
600 East 4th Street  
Charlotte, NC 28202*



## **Meeting Agenda**

**Monday, August 22, 2016**

**Council Chambers**

### **City Council Business Meeting**

*Mayor Jennifer W. Roberts  
Mayor Pro Tem Vi Lyles  
Council Member Al Austin  
Council Member John Autry  
Council Member Ed Driggs  
Council Member Julie Eiselt  
Council Member Claire Fallon  
Council Member Patsy Kinsey  
Council Member LaWana Mayfield  
Council Member James Mitchell  
Council Member Greg Phipps  
Council Member Kenny Smith*



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

## Meeting Agenda

### City Council Business Meeting

Monday, August 22, 2016

5:00 PM

Council Chambers

**5:00 P.M. DINNER BRIEFING, CHARLOTTE-MECKLENBURG GOVERNMENT CENTER, ROOM 267**

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4. Answers to Mayor and Council Consent Item Questions .....	6
5. Closed Session .....	7

*Call to Order*

*Roll Call*

*Introductions*

*Invocation*

*Pledge of Allegiance*

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*Adjournment*

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**Agenda Date:** 8/22/2016

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**Agenda #:** File #: 15-3885 **Type:** Consent Item

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**CITY COUNCIL MEETING  
Monday, August 22, 2016**

In addition to the previously advertised public hearing items, Departments have asked that the time sensitive items listed below not be deferred.

<b>Item#</b>	<b>Title</b>
58	Public Auction for Disposal of Surplus Equipment
59	Surplus Computer and Related Equipment Disposal Services
73	Property Transactions - Nelson Avenue 309, Parcel #2
74	Property Transactions - Nelson Avenue 309, Parcel #3



**Agenda Date:** 8/22/2016

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**Agenda #:** 1. **File #:** 15-3872 **Type:** Dinner Briefing

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## **Mayor and Council Consent Item Questions**

**Staff Resource(s):**

Ann Wall, City Manager's Office

**Time:** 5 minutes

**Synopsis:**

Mayor and Council may ask questions about Consent agenda items. Staff will address questions at the end of the dinner meeting.



**Agenda Date:** 8/22/2016

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**Agenda #:** 2. **File #:** 15-3869 **Type:** Dinner Briefing

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## **Fiscal Year 2017 Services Inventory Update**

### **Committee Chair:**

Council member Greg Phipps, Budget Committee

### **Staff Resource(s):**

Kim Eagle, Management & Financial Services

**Time:** 15 minutes

### **Explanation**

- The purpose of this presentation is to begin the process of evaluating the inventory of services the City currently provides. This work will focus on the General Fund and will include a review of operating and capital costs, the policy or mandate underpinning each service, the results the City is currently achieving, and the identification of current and projected resource gaps.
- The Services Review will accomplish the following:
  - Provide a common foundation of knowledge pertaining to current City service delivery and associated financial implications,
  - Create a framework for Fiscal Year 2018 budget development deliberations that begin in January, and
  - Provide a work plan to address two key strategic needs:
    - A plan to address structural budget challenges, such as growing public safety demands, unfunded infrastructure needs, and employee compensation and technology funding and,
    - The development of a long-term financial viability strategy to include the consideration of Charlotte's projected growth, the appropriate balance of revenue sources, potential for alternative revenues, and the pursuit of related legislation. A citizen committee or other structure, as determined by the City Council, to begin work upon completion of the services review effort.

### **Background**

- At the April 20, 2016, City Council Budget Workshop, staff presented information on current services including program summaries for each General Fund Department outlining Fiscal Year 2016 costs and number of positions and Fiscal Year 2017 budget requests associated with each program.
- On June 13, 2016, City Council approved the Future Work Plan for Fiscal Year 2018 Budget Planning, including conducting a detailed review of all services provided by the City of Charlotte. The purpose of the review is to evaluate current services and the level of service provided.

### **Future Action**

- In October 2016, staff will present the draft Fiscal Year 2017 Services Review update to the City Council Budget Committee for review and discussion.

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**Agenda #: 2.File #: 15-3869 Type: Dinner Briefing**

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- At the November 10 and December 8 City Council Workshops, staff will present the Fiscal Year 2017 Services Inventory results by department for City Council discussion and feedback.



**Agenda Date:** 8/22/2016

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**Agenda #:** 3. **File #:** 15-3878 **Type:** Dinner Briefing

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## **CityLYNX Gold Line Phase 2**

### **Staff Resource(s):**

John Lewis, CATS  
Jeb Blackwell, Engineering & Property Management  
David McDonald, CATS

**Time:** 45 minutes

### **Explanation**

- The purpose of the presentation is to provide an update on the CityLYNX Gold Line Phase 2.
- The presentation will include a project status update; in particular current activities, vehicle procurement, and construction bid process.

### **Future Action**

- Staff anticipates bringing the following actions to the City Council Business agenda over the next four months:
  - A budget ordinance appropriating a federal grant (September),
  - Property acquisitions (September - December),
  - Contract for purchase of modern streetcar vehicles (November), and
  - Contract for construction (November).



**Agenda Date:** 8/22/2016

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**Agenda #:** 4. **File #:** 15-3873 **Type:** Dinner Briefing

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## **Answers to Mayor and Council Consent Item Questions**

**Staff Resource(s):**

Ann Wall, City Manager's Office

**Time:** 10 minutes

**Synopsis**

Staff responses to questions from the beginning of the dinner meeting.



**Agenda Date:** 8/22/2016

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**Agenda #:** 5. **File #:** 15-3871 **Type:** Dinner Briefing

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## **Closed Session**

**Action:**

**Adopt a motion pursuant to North Carolina General Statute 143-318.11(a)(4) to go into closed session to discuss matters relating to the location of an industry or business in the City of Charlotte, including potential economic development incentives that may be offered in negotiations.**



**Agenda Date:** 8/22/2016

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**Agenda #:** 6. **File #:** 15-3858 **Type:** Awards and Recognitions

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## **National Sickle Cell Month**

**Action:**

Mayor Roberts will read a proclamation recognizing the month of September as National Sickle Cell Month.



**Agenda Date: 8/22/2016**

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**Agenda #: 7. File #: 15-3874 Type: Consent Item**

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**Consent agenda items 19 through 76 may be considered in one motion except for those items removed by a Council member. Items are removed by notifying the City Clerk.**

Consideration of Consent Items shall occur in the following order:

- A. Items that have not been pulled, and
- B. Items with citizens signed up to speak to the item.



**Agenda Date: 8/22/2016**

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**Agenda #: 8.File #: 15-3886 Type: Zoning Decision**

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## **Rezoning Petition 2016-T001**

### **Action:**

**Render a decision on petition 2016-T001 by Engineering & Property Management and the Charlotte-Mecklenburg Planning Department**

- **Text amendment to Sections 21-2, 21-95, and 21-96 of the Charlotte Tree Ordinance.**

### **Staff Resource(s):**

Shannon Frye, Planning  
Laurie Dukes, Engineering & Property Management

### **Explanation**

- The public hearing on this text amendment was held on July 18, 2016.
- The petition proposes to revise the Tree Ordinance to:
  - Clarify definition of single-family development,
  - Limit the applicability of the tree save incentives to single-family development sites that are subject to the subdivision ordinance, and
  - Require a perimeter tree save buffer for developments with greater than 25% tree save.
- The Zoning Committee found the text amendment to be consistent with the *Centers, Corridors and Wedges Growth Framework* goal to maintain a healthy and flourishing tree canopy. Therefore, the text amendment was found to be reasonable and in the public interest based on the staff analysis and the public hearing.
- The Zoning Committee voted 4 to 2 to recommend **APPROVAL** of this petition.
- Staff agrees with the recommendation of the majority of the Zoning Committee.

### **Attachment**

Zoning Committee Recommendation  
Staff Analysis  
Text Amendment

The Tree Save Location Areas and the Plats attachments will be included in the Council-Manager Memo on Friday, August 19 and reflected in the electronic version of the August 22 Council Business Agenda.

<b>REQUEST</b>	Text amendment to Sections 21-2, 21-95 and 21-96 of the Charlotte Tree Ordinance
<b>SUMMARY OF PETITION</b>	The petition proposes to revise the Tree Ordinance to: <ol style="list-style-type: none"> <li>1) Clarify definition of single family development,</li> <li>2) Limit the applicability of the tree save incentives to single family development sites that are subject to the Subdivision Ordinance, and</li> <li>3) Require a perimeter tree save buffer for developments with greater than 25 percent tree save.</li> </ol>
<b>PETITIONER</b>	Engineering and Property Management and Charlotte-Mecklenburg Planning Department
<b>AGENT/REPRESENTATIVE</b>	Engineering and Property Management and Charlotte-Mecklenburg Planning Department
<b>COMMUNITY MEETING</b>	Meeting is not required.
<b>STATEMENT OF CONSISTENCY</b>	<ul style="list-style-type: none"> <li>• The Zoning Committee found this petition to be consistent with the Centers, Corridors and Wedges Growth Framework, based on information from the staff analysis and from the public hearing, and because:             <ul style="list-style-type: none"> <li>• It meets the goal to maintain a healthy and flourishing tree canopy</li> </ul> </li> <li>• Therefore, this petition is found to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because the proposed text amendment:             <ul style="list-style-type: none"> <li>• Clarifies the tree save provisions by defining “single family development”; and</li> <li>• Exempts the incentives from being used for individual single family lots that are not subject to the Subdivision Ordinance. Tree save incentives being applied to single lots are increasing the density in existing residential neighborhoods by allowing reduced lot sizes and only resulting in negligible tree save opportunities that are difficult to monitor and preserve; and</li> <li>• Adds perimeter protection for single family developments providing greater than 25 percent tree save area to minimize visual impacts on adjacent single family properties; and</li> <li>• Includes changes that are not expected to impact the City’s overall tree canopy goal because to date the total acreage of tree save areas saved by projects not subject to the Subdivision Ordinance is minimal;</li> </ul> </li> </ul> <p>By a 4-2 vote of the Zoning Committee (motion by Wiggins seconded by Majeed).</p>

<b>ZONING COMMITTEE ACTION</b>	The Zoning Committee voted 4-2 to <b>APPROVE</b> this petition.
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<b>VOTE</b>	Motion/Second:      Wiggins / Majeed Yeas:                      Lathrop, Majeed, Watkins and Wiggins Nays:                      Labovitz and Spencer Absent:                  Eschert Recused:                None
<b>ZONING COMMITTEE DISCUSSION</b>	Staff provided an overview of the text amendment and the issues and concerns associated with the tree save incentives used for individual single family lots. Commissioners had a number of questions for staff. These questions and associated staff responses are categorized by topic area below.

### History of Tree Save Incentives

How did the tree save incentives allowing a change in zoning categories come about? In 2000, a concern was raised by citizens and the Council about trees that were being clear-cut in single family development. An advisory group was convened and over an 18-month process, the tree save incentives were developed to incent greater amounts of tree preservation. The intent was for the incentives to apply to single family development (major and minor subdivisions), not existing lots of record being further subdivided.

### Tree Save Incentive

Where is the tree save area located on a lot? Staff does not specify where the tree save area is located on the lot. Developers typically locate it in the rear of the lot.

Based on staff's experience, would a developer in a major subdivision make a decision to meet the minimum 10% tree save area that would result in less trees being saved? Staff responded that experience has shown developers are willing to provide greater tree save areas in order to reduce lot sizes and widths, if there is enough area to do so.

Can a developer raze the trees on external side lots in a tree save development? The development site would still have to provide the required tree save area in order to reduce the size and width of the lots.

Are there safeguards for individual trees, and does anyone assesses viable trees? The urban forestry staff reviews subdivision plats and visits each site to assess existing trees and evaluate their health. If there are risk factor trees, the applicant is notified that certain risk factor trees should to be removed in the tree save area and replaced.

### 20-foot Perimeter Tree Save Buffer

Would adding the 20-foot perimeter buffer apply to all single family development subject to the Subdivision Ordinance? Yes, for both major and minor subdivisions, either for greenfield or infill development with four or more lots, and when greater than a 25% tree save area is provided. The increase in density, would justify having perimeter protection.

If the developer doesn't elect to use the tree save incentives, there are no requirements to add a perimeter buffer? Staff responded that is correct.

For infill development, where the developer doesn't desire more density, and the subdivision is not subject to the Subdivision Ordinance, then the 20-foot buffer doesn't come into play? Staff responded, correct.

Would the 20-foot perimeter buffer apply to major and minor subdivisions? Yes.

Why does this proposal apply to major subdivisions? Staff responded that when infill occurs, with greater than a 25% tree save area, adjoining residents are complaining that they are getting no perimeter protection from increased density, and no opportunity to participate in a public process. The buffer protection is for larger infill development, too.

Will the buffer provide a better transition to areas where lots have been made smaller? Yes, the buffer serves a transition, so the change in lot size is not so abrupt and more compatible.

### Infill Development

How many infill developments, over the last three to four years, have used the incentive to increase density by one to two zoning district categories? Staff responded that between 9-1-14 to 6-1-16, nineteen parcels have been approved that used the tree save incentive to subdivide and reduce the size and width of the lots. There are another seven plats in review. The total number of "not subject to" the Subdivision Ordinance plats in the same period was 404.

Where in Charlotte are other infill developments occurring that are using the tree save incentive to reduce lot sizes and widths besides Wonderwood and Hunter Lane? A map depicting the dispersal of areas where this is occurring, including neighborhoods near Freedom Park, Country Club Heights and NoDa was shown.

It is occurring along streets where there are large size residential lots without deed restrictions.

#### Impacts

How did staff conclude that this text amendment will have a net zero impact on the Tree Ordinance? It will have a minimal impact on the tree canopy, not a net zero impact. Of 19 parcels using the tree save incentive, four acres have been preserved.

How does the tree save incentive affect a corner lot that is made into a duplex? Corner lots with a duplex are not treated as a single family lot. The lot would be exempt from the Subdivision Ordinance.

How will this text amendment impact infill developments underway or already in the review process? How will this affect Wonderwood? Applications filed with tree save incentives and under review prior to Council decision will be able to apply the tree save incentives in effect as of the date of application. Since May, seven proposals have been submitted to apply the incentives, and several more are anticipated to be submitted. Staff does not know, off-hand, how many are on Wonderwood.

A Commissioner made the observation that trees are renewable resources and it is hard to provide enough housing for people. The decision made on this text amendment will apply to all neighborhoods, not just a few.

#### Process

Why is this text amendment been accelerated? The schedule with the Tree Ordinance may seem aggressive, but actually began in May. Growing neighborhood concern and complaints increased the number of responses required by Engineering and Planning staff. This workload led staff to bring the issue to the City Council Environment and Transportation and Planning Committees in May for discussion. In May and June, staff gathered input from the Development Services Technical Advisory Committee, Charlotte Tree Advisory Commission, Home Builders Association, Chamber Land Use Committee, and the Charlotte Tree Advisory Commission. A Community Forum was also held for neighborhood representatives and developers to provide their input, prior to finalizing the text amendment for a public hearing in July.

If there are other unintended consequences found, will the Ordinance be amended again and again, resulting in the teeth eventually be removed from the Tree Ordinance? With any Ordinance, experience and insight after adoption can identify unintended consequences or something that is not working that becomes a catalyst to seek a change. In this case, the amendment tries to achieve a balance, being sensitive to residents' concerns and neighborhood character and being mindful of the tree canopy goal by still allowing the tree incentive provisions to apply, but with an added perimeter buffer to serve as a transition.

What are the consequences of delaying the text amendment to give more time to evaluate the impacts? Delaying the text amendment will allow individuals to file an application to use the existing tree save incentives before they are changed. Several Commissioners noted there is no perfect solution. The longer this is delayed, the more time applications can be submitted for review using the existing tree save provisions. Staff has done a good job of alerting Council and the Zoning Committee that people are circumventing the tree save purpose. The text amendment is good for larger, older neighborhoods.

Another Commissioner recommended that the text amendment be sent back to City Council with a request to have additional meetings with homeowners, prior to making a decision.

#### Other Solutions

Is there any way the Commission can look at these lots on a case-by-case basis? Staff responded that the Commission would only see them if they were part of a rezoning initiated by the property owner.

What kind of text amendment could be made to the Tree Ordinance so that the tree save provisions do not equate to a rezoning without notice? Staff

responded that a provision could be added requiring City Council approval when an applicant wants to provide greater than 25% tree save on a site in order to reduce the size and width of lots. Also, a property owner can rezone their property to a higher density residential district, which does involve a City Council decision. Even with this text amendment, and lots being subject to the Tree Ordinance, one can still use the tree save incentive to vary lot sizes and get a higher density. This amendment removes this option for smaller lots.

#### Clarification of Terms

What does "common open space" mean in Section 21-95(f)(3)(b) of the Tree Ordinance? Common open space is the tree save area that must be dedicated to a homeowners' association or a public or private agency that agrees to accept ownership and maintenance responsibilities for the area.

Is the perimeter buffer also considered to be "common open space? Yes.

#### Additional Information

A Commissioner noted his struggle with this text amendment and the concerns and issues raised by residents, developers, environmental groups, and the writers of the Tree Ordinance, and the lack of data. Staff is working on a follow-up response to City Council questions that will contain the 2001 and 2002 City Council Minutes to clarify the intent of the original Tree Ordinance tree save provisions. Staff is also gathering additional tree save data by reviewing all the major and minor subdivisions from 9-1-14 to 5-31-16 as well as the nineteen "not subject to" plats, to provide more clarity and data for Council. This will be provided in Council's 8-22-16 packet, prior to their decision. It will also be provided to the Zoning Committee for their reference.

#### **MINORITY OPINION**

One Commissioner preferred a solution to protect Wonderwood, so that the goals of tree save are preserved while finding a way so that there is not essentially a "rezoning" without notice, which is unfair to the neighborhood and property owners. Another Commissioner stated that this is a solution, but would like it to go further to help both sides.

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### **FINAL STAFF ANALYSIS** (Pre-Hearing Analysis online at [www.rezoning.org](http://www.rezoning.org))

#### **PLANNING STAFF REVIEW**

##### **• Background**

- The Tree Ordinance was adopted in 1978, with revisions made in 1988, 2000, 2002, and 2011.
- In 2002, an incentive to provide a residential density bonus was added for single family developments that provided tree save. The Tree Ordinance requires all new single family development sites to provide a minimum of ten percent tree save area. If the tree save is placed in common open space, the following incentives apply:
  - If more than ten percent tree save in common open space is provided, the zoning district's cluster provisions may be used to reduce the lot size, width, and internal yards.
  - If more than 25 percent tree save in common open space is provided, the next lower zoning district's cluster provisions may be used to reduce the lot size, width, and internal yards. For example, if a property is zoned R-3 (single family residential) and more than 25 percent tree save in common open space is provided, the property may be developed under R-4 (single family residential) cluster zoning regulations to reduce the lot size, width, and internal yards.
  - Single family development sites may be granted a density bonus provided the entire tree save area is dedicated to common open space. The density bonus is calculated by multiplying the entire area dedicated to tree save in common open space by the maximum residential density number for the underlying zoning district.
- Within the last year, concerns have been raised by both neighborhood representatives and staff regarding the use of the tree save incentives. Concerns expressed by neighborhood representatives have been mainly about changes to the character and fabric of single family neighborhoods. Staff is concerned about the management and preservation of tree save areas when the incentives are applied to individual lots due to the burden of tracking and inspecting numerous small sites on an on-going basis.

- Staff is recommending changes to the applicability of the Tree Ordinance tree save incentives to limit the incentives to parcels that are subject to the subdivision ordinance.
- When the incentive for preserving more than 25 percent of the site as tree save is used, staff recommends adding a requirement to provide perimeter protection with either perimeter lots that meet the underlying zoning cluster provisions or a minimum 20-foot perimeter tree save area.
- This text amendment is expected to have a minimal impact on the overall City tree save goals, based on the number of acres saved to date.
- **Proposed Request Details**  
The text amendment contains the following provisions:
  - Adds a new definition for single family development to provide clarity within the Tree Ordinance. The new definition is: "Single family development shall refer to any single family detached dwelling or duplex dwelling submitted for review subject to the Subdivision Ordinance". Previously, the terms, "residential single family development" and "single family development projects" were used.
  - Removes the term "tenant" from the definition of homeowner.
  - Limits the application of the tree save incentives to developments that are subject to the Subdivision Ordinance.
  - Adds a provision to require sites utilizing the incentive resulting from saving more than 25 percent of the site as tree save to minimize visual impacts to existing adjacent lots by providing either perimeter lots that meet the underlying cluster provisions or a minimum 20-foot perimeter tree save buffer.
- **Public Plans and Policies**
  - This petition is consistent with the Centers, Corridors and Wedges Growth Framework goal to maintain a healthy and flourishing tree canopy.
- **TRANSPORTATION CONSIDERATIONS**
  - No comments received.

**DEPARTMENT COMMENTS** (see full department reports online)

- **Charlotte Area Transit System:** No comments received.
- **Charlotte Department of Neighborhood & Business Services:** No comments received.
- **Charlotte Fire Department:** No issues.
- **Charlotte-Mecklenburg Schools:** Not applicable.
- **Charlotte-Mecklenburg Storm Water Services:** No issues.
- **Engineering and Property Management:** No issues.
- **Mecklenburg County Land Use and Environmental Services Agency:** No comments received.
- **Mecklenburg County Parks and Recreation Department:** No issues.

**OUTSTANDING ISSUES**

No issues.

**Attachments Online at [www.rezoning.org](http://www.rezoning.org)**

- Application
- Pre-Hearing Staff Analysis
- Department Comments
  - Charlotte Fire Department Review
  - Charlotte-Mecklenburg Storm Water Services Review
  - Engineering and Property Management Review
  - Mecklenburg County Parks and Recreation Review

**Planner:** Sandra Montgomery (704) 336-5722

<b>REQUEST</b>	Text amendment to Sections 21-2, 21-95 and 21-96 of the Charlotte Tree Ordinance
<b>SUMMARY OF PETITION</b>	The petition proposes to revise the Tree Ordinance to: <ol style="list-style-type: none"> <li>1) Clarify definition of single family development.</li> <li>2) Limit the applicability of the tree save incentives to single family development sites that are subject to the subdivision ordinance.</li> <li>3) Require a perimeter tree save buffer for developments with greater than 25 percent tree save.</li> </ol>
<b>PETITIONER</b>	Engineering and Property Management and Charlotte-Mecklenburg Planning Department
<b>AGENT/REPRESENTATIVE</b>	Engineering and Property Management and Charlotte-Mecklenburg Planning Department
<b>COMMUNITY MEETING</b>	Meeting is not required.

<b>STAFF RECOMMENDATION</b>	<p>Staff recommends approval of this text amendment.</p> <p><u>Plan Consistency</u> The petition/text amendment is consistent with the <i>Centers, Corridors and Wedges Growth Framework</i> goal to maintain a healthy and flourishing tree canopy.</p> <p><u>Rationale for Recommendation</u></p> <ul style="list-style-type: none"> <li>• Clarifies the tree save provisions by defining “single family development”.</li> <li>• Exempts the incentives from being used for individual single-family lots that are not subject to the subdivision ordinance. Tree save incentives being applied to single lots are increasing the density in existing residential neighborhoods by allowing reduced lot sizes and only resulting in negligible tree save opportunities, that are difficult to monitor and preserve.</li> <li>• Adds perimeter protection for single family developments providing greater than 25 percent tree save area to minimize visual impacts on adjacent single family properties.</li> <li>• Proposed changes are not expected to impact the City’s overall tree canopy goal because to date the total acreage of tree save areas saved by projects not subject to the subdivision ordinance is minimal.</li> </ul>
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**PLANNING STAFF REVIEW**

- **Background**
  - The Tree Ordinance was adopted in 1978, with revisions made in 1988, 2000, 2002, and 2011.
  - In 2002, an incentive to provide a residential density bonus was added for single family developments that provided tree save. The Tree Ordinance requires all new single family development sites to provide a minimum of ten percent tree save area. If the tree save is placed in common open space, the following incentives apply:
    - If more than ten percent tree save in common open space is provided, the zoning district’s cluster provisions may be used to reduce the lot size, width, and internal yards.
    - If more than 25 percent tree save in common open space is provided, the next lower zoning district’s cluster provisions may be used to reduce the lot size, width, and internal yards. For example, if a property is zoned R-3 (single family residential) and more than 25 percent tree save in common open space is provided, the property may be developed under R-4 (single family residential) cluster zoning regulations to reduce the lot size, width, and internal yards.
  - Single family development sites may be granted a density bonus provided the entire tree save area is dedicated to common open space. The density bonus is calculated by multiplying the entire area dedicated to tree save in common open space by the maximum residential density number for the underlying zoning district.
- Within the last year, concerns have been raised by both neighborhood representatives and staff

regarding the use of the tree save incentives. Concerns expressed by neighborhood representatives have been mainly about changes to the character and fabric of single family neighborhoods. Staff is concerned about the management and preservation of tree save areas when the incentives are applied to individual lots due to the burden of tracking and inspecting numerous small sites on an on-going basis.

- Staff is recommending changes to the applicability of the Tree Ordinance tree save incentives to limit the incentives to parcels that are subject to the subdivision ordinance.
  - When the incentive for preserving more than 25 percent of the site as tree save is used, staff recommends adding a requirement to provide perimeter protection with either perimeter lots that meet the underlying zoning cluster provisions or a minimum 20-foot perimeter tree save area.
  - This text amendment is expected to have a minimal impact on the overall City tree save goals, based on the number of acres saved to date.
- **Proposed Request Details**  
The text amendment contains the following provisions:
    - Adds a new definition for single family development to provide clarity within the Tree Ordinance. The new definition is: "Single family development shall refer to any single family detached dwelling or duplex dwelling submitted for review subject to the Subdivision Ordinance". Previously, the terms, "residential single family development" and "single family development projects" were used.
    - Removes the term "tenant" from the definition of homeowner.
    - Limits the application of the tree save incentives to developments that are subject to the subdivision ordinance.
    - Adds a provision to require sites utilizing the incentive resulting from saving more than 25 percent of the site as tree save to minimize visual impacts to existing adjacent lots by providing either perimeter lots that meet the underlying cluster provisions or a minimum 20-foot perimeter tree save buffer.
  - **Public Plans and Policies**
    - This petition is consistent with the *Centers, Corridors and Wedges Growth Framework* goal to maintain a healthy and flourishing tree canopy.
  - **TRANSPORTATION CONSIDERATIONS**
    - No comments received.

#### DEPARTMENT COMMENTS (see full department reports online)

- **Charlotte Area Transit System:** No comments received.
- **Charlotte Department of Neighborhood & Business Services:** No comments received.
- **Charlotte Fire Department:** No issues.
- **Charlotte-Mecklenburg Schools:** Not applicable.
- **Charlotte-Mecklenburg Storm Water Services:** No issues.
- **Engineering and Property Management:** No issues.
- **Mecklenburg County Land Use and Environmental Services Agency:** No comments received.
- **Mecklenburg County Parks and Recreation Department:** No issues.

#### OUTSTANDING ISSUES

- No issues.

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#### Attachments Online at [www.rezoning.org](http://www.rezoning.org)

- Application
- Department Comments
  - Charlotte Fire Department Review
  - Charlotte-Mecklenburg Storm Water Services Review
  - Engineering and Property Management Review
  - Mecklenburg County Parks and Recreation Review

Planner: Sandra Montgomery (704) 336-5722

Petition No. 2016-T001  
Petitioner: Engineering and Property Management and  
Charlotte-Mecklenburg Planning Department

**AN ORDINANCE AMENDING CHAPTER 21,  
OF THE CITY CODE –TREES**

**ORDINANCE NO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:**

Section 1. Chapter 21, “Trees”, Article 1 of the of the Code of the City of Charlotte is hereby amended as follows:

A. ARTICLE I. IN GENERAL

1. Section 21-2. Definitions

- a. Amend Section 21-2, “Definitions” by clarifying the definition of “homeowner” and adding a definition for “single family development”. All other definitions will remain unchanged. The revised definitions shall read as follows:

*Homeowner- ~~a tenant or~~ an owner of an existing single-family or duplex residence.*

*Single-family development shall refer to any single-family detached dwelling or duplex dwelling submitted for review subject to the subdivision ordinance.*

B. ARTICLE IV. GENERAL LAND DEVELOPMENT REQUIREMENTS

1. Section 21-95 Tree save requirements for single-family development.

- (a) Amend Section 21-95, “Tree save requirements for single-family development”, subsection (e), “Incentives for increasing area”, and subsection (f), “Incentive limits” by adding clarifying language. All remaining subsections are unchanged. The revised subsections shall read as follows:

(e) *Incentives for increasing area.* Incentives for increasing tree save areas are designed to achieve the specific objective to:

- (1) Enhance the city's tree canopy in residential settings.

(2) Improve the overall quality of life within the larger ~~residential~~ single-family developments areas.

(3) Further the land use policies of the city, including encouragement of open spaces and the preservation of wooded sites.

(4) Discourage clear cutting of sites before and during construction of single-family development.

(f) ~~Incentive limits.~~ The following incentives apply to single-family development as defined by this chapter.

(1) Reduced Yards. For single-family ~~residential lots-~~ development requiring a tree save area, setback requirements as specified in Sections 12.805(3) (a), (b), and (c) of the zoning ordinance are reduced as follows:

(a) Front setbacks can be reduced to a minimum of fifteen (15) feet for all lots; front loaded garages must maintain a minimum setback of twenty (20) feet; and

(b) Rear yards can be reduced to thirty (30) feet on all internal lots. Rear yards forming the outer boundary of a project must conform to the minimum rear yard of subsection 9.025(1) (g) for the zoning district in which the development is located.

(2) Density Bonus. Single-family development ~~projects sites~~ may be granted a density bonus provided the entire tree save area is dedicated to common open space. Such dedication must be to a homeowners' association or a public or private agency that agrees to accept ownership and maintenance responsibilities for the space. The density bonus is calculated as follows: the entire dedicated tree save area in acres multiplied by the maximum residential density number of the underlying zoning district.

(3) Reduced Lot Sizes. A development need not meet the minimum lot area and lot width requirements set forth in table 9.205 of the zoning ordinance if it complies with one of the following incentives:

(a) Sites with more than ten (10) percent and up to twenty-five (25) percent of tree save area(s) ~~or areas~~ in common open space may apply the cluster provisions for lot size and lot width of that zoning category.

(b) Sites with greater than twenty-five (25) percent of tree save area(s) ~~or areas~~ in common open space, including the buffer area and where the perimeter protection is provided either by perimeter lots that meet the underlying zoning cluster provisions or by a minimum 20 foot perimeter tree save area, may apply the cluster provisions for lot size and width of the next lower zoning category as shown in the following table and in accordance with section 9.205(5) of the zoning ordinance.

	<b>R-3</b>	<b>R-3 Cluster</b>	<b>R-4</b>	<b>R-4 Cluster</b>	<b>R-5</b>	<b>R-5 Cluster</b>	<b>R-6</b>	<b>R-6 Cluster</b>
Min. Lot Area	10,000	8,000	8,000	6,000	6,000	4,500	4,500	3,500
Min. Lot Width	70'	60'	60'	50'	50'	40'	40'	40'

5. Section 21-96 Tree planting requirements.

- (a) Amend Section 21-96, “Tree planting requirements”, subsection (e), “Perimeter planting requirements”, subsection (1) by adding “a” in the fourth sentence. Other subsections remain unchanged. The revised subsection shall read as follows:

(1) *Single-family development zones.* Trees of a minimum two (2) inch caliper must be planted within twenty (20) feet of the back of the curb on new streets, and any existing streets with lot frontage, in new single-family development. Trees may be planted between the sidewalk and the curb if a minimum six (6) foot planting strip is provided. Spacing will be an average of forty (40) to fifty (50) feet apart for large maturing shade trees, and thirty (30) to forty (40) feet apart for small maturing shade trees. Where a single-family development is directly across the street from multifamily development, the spacing between trees will be an average of forty (40) feet. Existing two (2) inch caliper or greater large maturing shade trees preserved within twenty (20) feet of the back of the curb may be counted towards the street tree requirement if they are adequately protected during construction. The City may grant a modification for other existing trees on a case-by-case basis.

Section 2. That this ordinance shall become effective upon its adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney

I, \_\_\_\_\_, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the \_\_\_\_ day of \_\_\_\_, 2016, the reference having been made in Minute Book \_\_\_\_, and recorded in full in Ordinance Book \_\_\_\_\_, Page(s)\_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2016.



Agenda Date: 8/22/2016

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Agenda #: 9. File #: 15-3793 Type: Zoning Decision

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## Rezoning Petition 2016-091

### Action:

Render a decision on petition 2016-091 by Saussy Burbank, LLC

- From MUDD-O (mixed-use development, optional), and
- To MUDD-O SPA (mixed-use development, optional, site plan amendment) with five-year vested rights.

### Staff Resource(s):

Tammie Keplinger, Planning

### Explanation

- The public hearing on this rezoning petition was held on July 18, 2016.
- Approximately 1.4 acres located on the north side of North Davidson Street between East 33rd Street and North Brevard Street (Council District 1 - Kinsey).
- The petition seeks a site plan amendment to construct up to 35 single-family attached units on two areas currently used as surface parking on the site of the existing Highland Mill No. 3 in the North Davidson neighborhood. The site and the mill are locally designated historic landmarks.
- The Zoning Committee found the proposed land use to be consistent with the *Blue Line Extension Transit Station Area Plan* recommendation for transit supportive uses; however, the petition is inconsistent with the adopted streetscape recommendations for North Davidson Street and North Brevard Street and does not implement the active ground floor retail street elements along North Davidson Street within the plan. However, the petition was found to be reasonable and in the public interest based on the staff analysis and the public hearing.
- The Zoning Committee voted 5 to 0 recommend **APPROVAL** of this petition with the noted modifications.
- Staff agrees with the recommendation of the Zoning Committee.

### Attachment

Zoning Committee Recommendation  
Staff Analysis  
Vicinity Map  
Locator Map  
Site Plan

<b>REQUEST</b>	Current Zoning: MUDD-O (mixed use development, optional) Proposed Zoning: MUDD-O SPA (mixed use development, optional, site plan amendment) with five-year vested rights
<b>LOCATION</b>	Approximately 1.4 acres located on the north side of North Davidson Street between East 33rd Street and North Brevard Street. (Council District 1 - Kinsey)
<b>SUMMARY OF PETITION</b>	The petition seeks a site plan amendment to construct up to 35 single family attached units on two areas currently used as surface parking on the site of the existing Highland Mill No. 3 in the North Davidson neighborhood. The site and the mill are locally designated historic landmarks.
<b>PROPERTY OWNER PETITIONER AGENT/REPRESENTATIVE</b>	Quadbridge HML Outparcels Owner, LLC Saussy Burbank, LLC Collin Brown and Bailey Patrick, Jr., KL Gates
<b>COMMUNITY MEETING</b>	Meeting is required and has been held. Report available online. Number of people attending the Community Meeting: 4
<b>STATEMENT OF CONSISTENCY</b>	<p>This petition is found to be consistent with the Blue Line Extension Transit Station Area Plans and inconsistent with the adopted streetscape recommendations and does not implement the active ground floor retail street elements, based on information from the staff analysis and the public hearing, and because:</p> <ul style="list-style-type: none"> <li>• The plan recommends transit supportive uses; and</li> <li>• The request is inconsistent with the adopted streetscape recommendations for North Davidson Street and North Brevard Street; and</li> <li>• It does not implement the active ground floor retail street elements along North Davidson Street within the plan area.</li> </ul> <p>However, this petition is found to be reasonable and in the public interest, based on information from the staff analysis and the public hearing, and because:</p> <ul style="list-style-type: none"> <li>• The site is located approximately ½ mile from the 36<sup>th</sup> Street transit station and is included in a larger area envisioned to be developed with transit supportive uses; and</li> <li>• The proposed addition of townhomes provides a new housing option, in addition to the multi-family and detached single family units nearby, to the transit station area as encouraged by the Transit Station Area Principles; and</li> <li>• The site design, especially the proposed building locations, respects the existing historic Highland Mill building by maintaining visibility of the mill from North Davidson Street and respecting the established setback, as requested by the Historic Landmarks Commission; and</li> <li>• While the proposal does not provide active ground floor retail uses along the frontage of North Davidson Street, as recommended by the plan, it does activate the corner of North Davidson Street and East 33<sup>rd</sup> Street with a grassed and treed open space area; and</li> <li>• The proposed streetscapes maximize the limited space, given the existing mature trees, and improves the pedestrian environment with wider sidewalks on 33<sup>rd</sup> Street and North Brevard Street;</li> </ul> <p>By a 5-0 vote of the Zoning Committee (motion by Wiggins seconded by Commissioner Labovitz).</p>

<b>ACTION</b>	<p>petition with the following modifications:</p> <ul style="list-style-type: none"> <li>• Revised the site plan to show and label existing/proposed right-of-way, permanent sidewalk utility easement (SUE), back of curblines, and the existing centerline with dimensions on each public street frontage.</li> <li>• Added Note D under "Optional Provisions" to read as follows: "Petitioner requests a deviation from the standard ordinance requirements to allow stormwater facilities to be located below sidewalks and private drives as long as they are outside of any required setbacks and public street right-of-way."</li> <li>• Replaced the note under "Storm water" with the following: "The petitioner shall comply with the Charlotte City Council approved and adopted Post Construction Controls Ordinance."</li> </ul>
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<b>VOTE</b>	<p>Motion/Second: Majeed/Eschert</p> <p>Yeas: Eschert, Labovitz, Majeed, Sullivan and Wiggins</p> <p>Nays: None</p> <p>Absent: Lathrop, Spencer and Watkins</p> <p>Recused: None</p>
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**ZONING COMMITTEE DISCUSSION**

Staff provided an overview of the petition explaining that the petition is consistent with the Blue Line Extension Transit Station Area Plans recommendation for transit supportive uses but inconsistent with the adopted streetscape recommendations for North Davidson Street and North Brevard Street and does not implement the active ground floor retail street elements along North Davidson Street. Staff pointed out that the recommended streetscape is not met because the proposed building location respects the established setback of the historic Highland Mill by maintaining visibility of the mill from North Davidson Street, as requested by the Historic Landmarks Commission. In addition, the development does activate the corner of North Davidson Street and East 33<sup>rd</sup> Street with grassed and treed open space area. Staff noted there are no outstanding issues. There was no further discussion.

**STAFF OPINION** Staff agrees with the recommendation of the Zoning Committee.

**FINAL STAFF ANALYSIS**  
(Pre-Hearing Analysis online at [www.rezoning.org](http://www.rezoning.org))

**PLANNING STAFF REVIEW**

- **Proposed Request Details**  
The site plan accompanying this petition contains the following provisions:
  - Divides the site into Development Area 1 and Development Area 2 to allow a total of 35 single family attached dwelling units, at a maximum height of three stories and 45 feet.
  - Development Area 1, located along North Brevard Street, and Development Area 2, located along North Davidson Street and East 33<sup>rd</sup> Street, are currently used for surface parking and grassed area.
  - Provides an open space area up to 2,500 square feet in Development Area 2 at the corner of North Davidson Street and 33<sup>rd</sup> Street with improvements to include hardscape, landscaping, seating, bicycle racks and public art as depicted on the conceptual rendering.
  - The architectural design and exterior elements of the townhomes to be developed on the site shall be substantially similar to the conceptual renderings submitted with the rezoning.
  - Optional Provisions:
    - Relief from the standard streetscape requirements to allow a sixteen-foot minimum setback measured from the existing back-of-curb instead of the future back-of-curb, in order to maintain the mature oak trees, existing planting strip and eight-foot wide sidewalk along the site's 33<sup>rd</sup> Street frontage.
    - Deviation to allow a 33-foot setback, as requested by the Historic Landmarks Commission,

instead of a 20-foot setback on North Davidson Street in order to provide a view corridor to the historic mill building.

- Relief from the standard ordinance requirements for active ground floor retail street requirements on North Davidson due to the requested 33-foot setback.
- Deviation from the standard ordinance requirements to allow stormwater facilities to be located below sidewalks and private drives as long as they are outside of any required setbacks and public street right-of-way.
- **Public Plans and Policies**
  - The Blue Line Extension Transit Station Area Plans (2013) recommends transit supportive uses for the proposed site.
  - The plan recommends a height limit of 50 feet for this area.
  - The frontage along North Davidson Street from the east side of the property line to the westernmost 33rd Street connection is recommended as an active ground floor retail street.
  - The adopted street cross section transitions from an Avenue to a Main Street along the North Davidson Street frontage of the proposed site at the westernmost 33rd Street. The adopted cross sections are as follows:
    - North Davidson Street (along the portion of the site that is included in the site plan amendment): eight-foot sidewalk and eight-foot planting strip with a 20-foot setback for residential uses (and 16-foot setback for non-residential uses). The curb is recommended to be relocated to accommodate on-street parking on both sides.
    - North Brevard Street: eight-foot sidewalk and eight-foot planting strip with a 16-foot setback, with an option to widen the street for on-street parking and bike lanes.

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**DEPARTMENT COMMENTS** (see full department reports online)

- **Charlotte Area Transit System:** No issues.
- **Charlotte Department of Neighborhood & Business Services:** No issues.
- **Transportation:**
  - This site is on local streets near the LYNX Blue Line Extension and proposed Cross Charlotte Trail. The site plan reflects the curblines and streetscape desired by CDOT to accomplish transportation goals in support of the intensification of development requested by this petition.
  - The Blue Line Extension Transit Station Area Plan calls for bike lanes on North Brevard Street. However, CDOT has determined that a shared use lane is adequate.
  - **Vehicle Trip Generation:**  
Current Zoning: 0 trips per day (based on use as a parking lot and grassed area).  
Proposed Zoning: 350 trips per day (based on 35 single family attached dwellings).
- **Charlotte Fire Department:** No on-street parking is permitted on roads less than 26 feet clear width.
- **Charlotte-Mecklenburg Schools:** The development allowed under the existing zoning would generate zero students, while the development allowed under the proposed zoning will produce one student. The proposed development is not projected to increase the school utilization (without mobile classroom units) for Highland Renaissance Elementary (97%), Martin Luther King Jr. Middle (101%) and Garinger High (129%).
- **Charlotte-Mecklenburg Storm Water Services:** No issues.
- **Charlotte Water:** Charlotte Water has water system availability for the rezoning boundary via an existing eight-inch water distribution main located along North Davidson Street. There is also system availability via an eight-inch water distribution main located along North Brevard Street and an existing six-inch water distribution main located within the rezoning boundary along East 33rd Street. Charlotte Water has sewer system availability for the rezoning boundary via existing eight-inch gravity sewer mains located along East 33rd Street and North Davidson Street. There is also system availability via existing 15-inch and eight-inch gravity sewer mains located along North Brevard Street.
- **Engineering and Property Management:** No issues.
- **Mecklenburg County Land Use and Environmental Services Agency:** No issues.
- **Mecklenburg County Parks and Recreation Department:** No issues.

- **Urban Forestry:** Coordinate removal of the three trees at corner of 33rd and North Davidson with Urban Forestry.
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**OUTSTANDING ISSUES**

- No issues.

**Attachments Online at [www.rezoning.org](http://www.rezoning.org)**

- Application
- Pre-Hearing Staff Analysis
- Locator Map
- Site Plan
- Community Meeting Report
- Charlotte Area Transit System Review
- Charlotte Department of Neighborhood & Business Services Review
- Transportation Review
- Charlotte Fire Department Review
- Charlotte-Mecklenburg Schools Review
- Charlotte-Mecklenburg Storm Water Services Review
- Charlotte Water Review
- Engineering and Property Management Review
- Mecklenburg County Land Use and Environmental Services Agency Review
- Mecklenburg County Parks and Recreation Review
- Urban Forestry Review

**Planner:** Sonja Strayhorn Sanders (704) 336-8327

<b>REQUEST</b>	Current Zoning: MUDD-O (mixed use development, optional) Proposed Zoning: MUDD-O SPA (mixed use development, optional, site plan amendment) with five-year vested rights
<b>LOCATION</b>	Approximately 1.4 acres located on the north side of North Davidson Street between East 33rd Street and North Brevard Street. (Council District 1 - Kinsey)
<b>SUMMARY OF PETITION</b>	The petition seeks a site plan amendment to construct up to 35 single family attached units on two areas currently used as surface parking on the site of the existing Highland Mill No. 3 in the North Davidson neighborhood. The site and the mill are locally designated historic landmarks.
<b>PROPERTY OWNER PETITIONER AGENT/REPRESENTATIVE</b>	Quadbridge HML Outparcels Owner, LLC Saussy Burbank, LLC Collin Brown and Bailey Patrick, Jr., KL Gates
<b>COMMUNITY MEETING</b>	Meeting is required and has been held. Report available online. Number of people attending the Community Meeting: 4

<b>STAFF RECOMMENDATION</b>	<p>Staff recommends approval of this petition upon resolution of outstanding issues related to transportation and minor technical issues.</p> <p><u>Plan Consistency</u> The petition is consistent with the <i>Blue Line Extension Transit Station Area Plans</i> recommendation for transit supportive uses. The petition is inconsistent with the adopted streetscape recommendations for North Davidson Street and North Brevard Street and does not implement the active ground floor retail street elements along North Davidson Street within the plan.</p> <p><u>Rationale for Recommendation</u></p> <ul style="list-style-type: none"> <li>• The site is located approximately ½ mile from the 36<sup>th</sup> Street transit station and is included in a larger area envisioned to be developed with transit supportive uses.</li> <li>• The proposed addition of townhomes provides a new housing option, in addition to the multi-family and detached single family units nearby, to the transit station area as encouraged by the <i>Transit Station Area Principles</i>.</li> <li>• The site design, especially the proposed building locations, respects the existing historic Highland Mill building by maintaining visibility of the mill from North Davidson Street and respecting the established setback, as requested by the Historic Landmarks Commission.</li> <li>• While the proposal does not provide active ground floor retail uses along the frontage of North Davidson Street, as recommended by the plan, it does activate the corner of North Davidson Street and East 33<sup>rd</sup> Street with a grassed and treed open space area.</li> <li>• The proposed streetscapes maximize the limited space, given the existing mature trees, and improves the pedestrian environment with wider sidewalks on 33<sup>rd</sup> Street and North Brevard Street.</li> </ul>
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**PLANNING STAFF REVIEW**

- **Proposed Request Details**  
The site plan amendment contains the following changes:
  - Divides the site into Development Area 1, and Development Area 2 to allow a total of 35 single family attached dwelling units, at a maximum height of three stories and 45 feet.
  - Development Area 1, located along North Brevard Street, and Development Area 2, located along North Davidson Street and East 33<sup>rd</sup> Street, are currently used for surface parking and

- grassed area.
- Provides an open space area up to 2,500 square feet in Development Area 2 at the corner of North Davidson Street and 33rd Street with improvements to include hardscape, landscaping, seating, bicycle racks and public art as depicted on the conceptual rendering.
- The architectural design and exterior elements of the townhomes to be developed on the site shall be substantially similar to the conceptual renderings submitted with the rezoning.
- Optional Provisions:
  - Relief from the standard streetscape requirements to allow a sixteen-foot minimum setback measured from the existing back-of-curb instead of the future back-of-curb, in order to maintain the mature oak trees, existing planting strip and eight-foot wide sidewalk along the site's 33rd Street frontage.
  - Deviation from the standard streetscape requirements to allow the elimination of the bicycle lanes on Brevard Street.
  - Deviation to allow a 33-foot setback, as requested by the Historic Landmarks Commission, instead of a 20-foot setback on North Davidson Street in order to provide a view corridor to the historic mill building.
  - Relief from the standard ordinance requirements for active ground floor retail street requirements on North Davidson due to the requested 33-foot setback.
- **Existing Zoning and Land Use**
  - The subject property is part of 9.22 acres rezoned to MUDD-O (mixed use development, optional) via Petition 2001-37 to allow the reuse of Highland Mill No. 3. The approved rezoning allowed a mixed use development consisting of 220,400 square feet of office, 10,000 square feet of retail and 50 residential units within the existing Highland Mill No 3. Building.
  - A subsequent administrative approval granted in October 2001 modified the approved development rights to allow 10,000 square feet of retail/office and 220 residential units.
  - The rezoning site, composed of Development Area 1 and Development Area 2, is currently used as parking and grassed area serving the larger 9.22 acres developed with multi-family, office, and retail uses within the restored Highland Mill No. 3.
  - North of the rezoning site are the Yards at NoDa multi-family apartment complex, vacant land, and industrial/warehouse uses zoned MUDD(CD) (mixed use development, conditional), TOD-M(O) (transit oriented development – mixed-use, optional), and I-2 (general industrial).
  - East, south, and west are single family and multi-family residential communities, office, retail uses, a YMCA and mixed use developments zoned R-5 (single family residential), R-8(CD) (single family residential, conditional), NS (neighborhood services), O-1(CD) (office, conditional), MUDD-O (mixed use development, optional), TOD-M (transit oriented development – mixed-use), TOD-M(O) (transit oriented development – mixed-use, optional), and TOD-R (transit oriented development – residential).
  - See "Rezoning Map" for existing zoning in the area.
- **Rezoning History in Area**
  - There have been several rezonings in the area in recent years to MUDD-O (mixed use development, optional) and TOD-MO (transit oriented development – mixed-use, optional) to accommodate retail, office and mixed use developments.
- **Public Plans and Policies**
  - The *Blue Line Extension Transit Station Area Plans* (2013) recommends transit supportive uses for the proposed site.
  - The plan recommends a height limit of 50 feet for this area.
  - The frontage along North Davidson Street from the east side of the property line to the westernmost 33rd Street connection is recommended as an active ground floor retail street.
  - The adopted street cross section transitions from an Avenue to a Main Street along the North Davidson Street frontage of the proposed site at the westernmost 33rd Street. The adopted cross sections are as follows:
    - North Davidson Street (along the portion of the site that is included in the site plan amendment): eight-foot sidewalk and eight-foot planting strip with a 20-foot setback for residential uses (and 16-foot setback for non-residential uses). The curb is recommended to be relocated to accommodate on-street parking on both sides.
    - North Brevard Street: eight-foot sidewalk and eight-foot planting strip with a 16-foot setback, with an option to widen the street for on-street parking and bike lanes.
- **TRANSPORTATION CONSIDERATIONS**
  - This site is on local streets near the LYNX Blue Line Extension and proposed Cross Charlotte Trail. The site plan reflects the curblines and streetscape desired by CDOT to accomplish transportation goals in support of the intensification of development requested by this petition.

- The *Blue Line Extension Transit Station Area Plan* calls for bike lanes on North Brevard Street. However, CDOT has determined that a shared use lane is adequate.
- See Outstanding Issues, Note 1.
- **Vehicle Trip Generation:**  
Current Zoning: 0 trips per day (based on use as a parking lot and grassed area).  
Proposed Zoning: 350 trips per day (based on 35 single family attached dwellings).

**DEPARTMENT COMMENTS** (see full department reports online)

- **Charlotte Area Transit System:** No issues.
- **Charlotte Department of Neighborhood & Business Services:** No issues.
- **Charlotte Fire Department:** No on-street parking is permitted on roads less than 26 feet clear width.
- **Charlotte-Mecklenburg Schools:** The development allowed under the existing zoning would generate zero students, while the development allowed under the proposed zoning will produce one student. The proposed development is not projected to increase the school utilization (without mobile classroom units) for Highland Renaissance Elementary (97%), Martin Luther King Jr. Middle (101%) and Garinger High (129%).
- **Charlotte-Mecklenburg Storm Water Services:** See Requested Technical Revisions, Notes 2 and 3.
- **Charlotte Water:** Charlotte Water has water system availability for the rezoning boundary via an existing eight-inch water distribution main located along North Davidson Street. There is also system availability via an eight-inch water distribution main located along North Brevard Street and an existing six-inch water distribution main located within the rezoning boundary along East 33rd Street. Charlotte Water has sewer system availability for the rezoning boundary via existing eight-inch gravity sewer mains located along East 33rd Street and North Davidson Street. There is also system availability via existing 15-inch and eight-inch gravity sewer mains located along North Brevard Street.
- **Engineering and Property Management:** No issues.
- **Mecklenburg County Land Use and Environmental Services Agency:** No issues.
- **Mecklenburg County Parks and Recreation Department:** No issues.
- **Urban Forestry Department:** Coordinate removal of the three trees at corner of 33rd and North Davidson with Urban Forestry.

**OUTSTANDING ISSUES**

Transportation

1. Revise the site plan to show and label existing/proposed right-of-way, permanent sidewalk utility easement (SUE), back of curblines, and the existing centerline with dimensions on each public street frontage. CDOT requests dedication in fee simple of right-of-way through back of proposed sidewalk.

**REQUESTED TECHNICAL REVISIONS**

Infrastructure

2. Revise Note B under Optional Provisions to read as follows: "Petitioner requests a deviation from the standard ordinance requirements to allow stormwater facilities to be located below sidewalks and private drives as long as they are outside of any required setbacks and public street right-of-way."
3. Replace the note under Stormwater with the following: "The petitioner shall comply with the Charlotte City Council approved and adopted Post Construction Stormwater Ordinance."

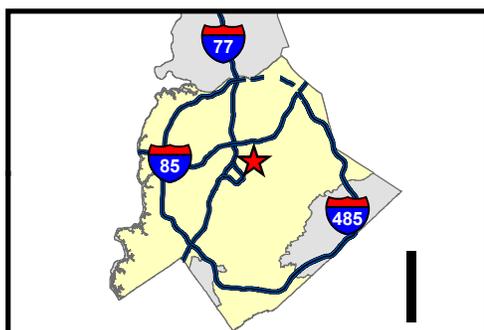
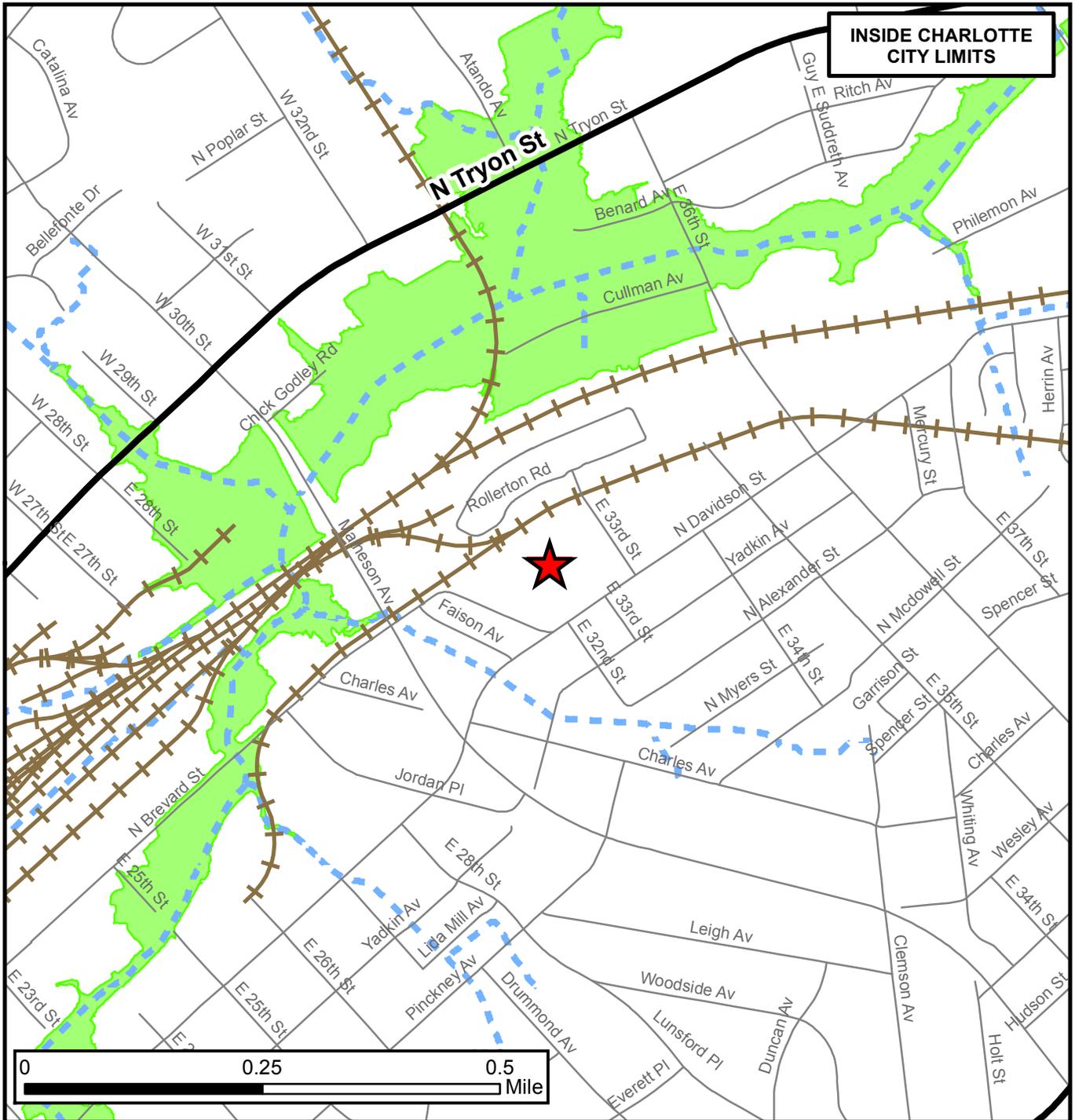
**Attachments Online at [www.rezoning.org](http://www.rezoning.org)**

- Application
- Site Plan
- Locator Map
- Community Meeting Report
- Department Comments
  - Charlotte Area Transit System Review
  - Charlotte Department of Neighborhood & Business Services Review
  - Charlotte Fire Department Review

- Charlotte-Mecklenburg Schools Review
- Charlotte-Mecklenburg Storm Water Services Review
- Charlotte Water Review
- Engineering and Property Management Review
- Mecklenburg County Land Use and Environmental Services Agency Review
- Mecklenburg County Parks and Recreation Review
- Transportation Review
- Urban Forestry Review

**Planner:** Sonja Strayhorn Sanders (704) 336-8327

**Acresage & Location :** Approximately 9.22 acres located on the north side of North Davidson Street between East 33rd Street and North Brevard Street.



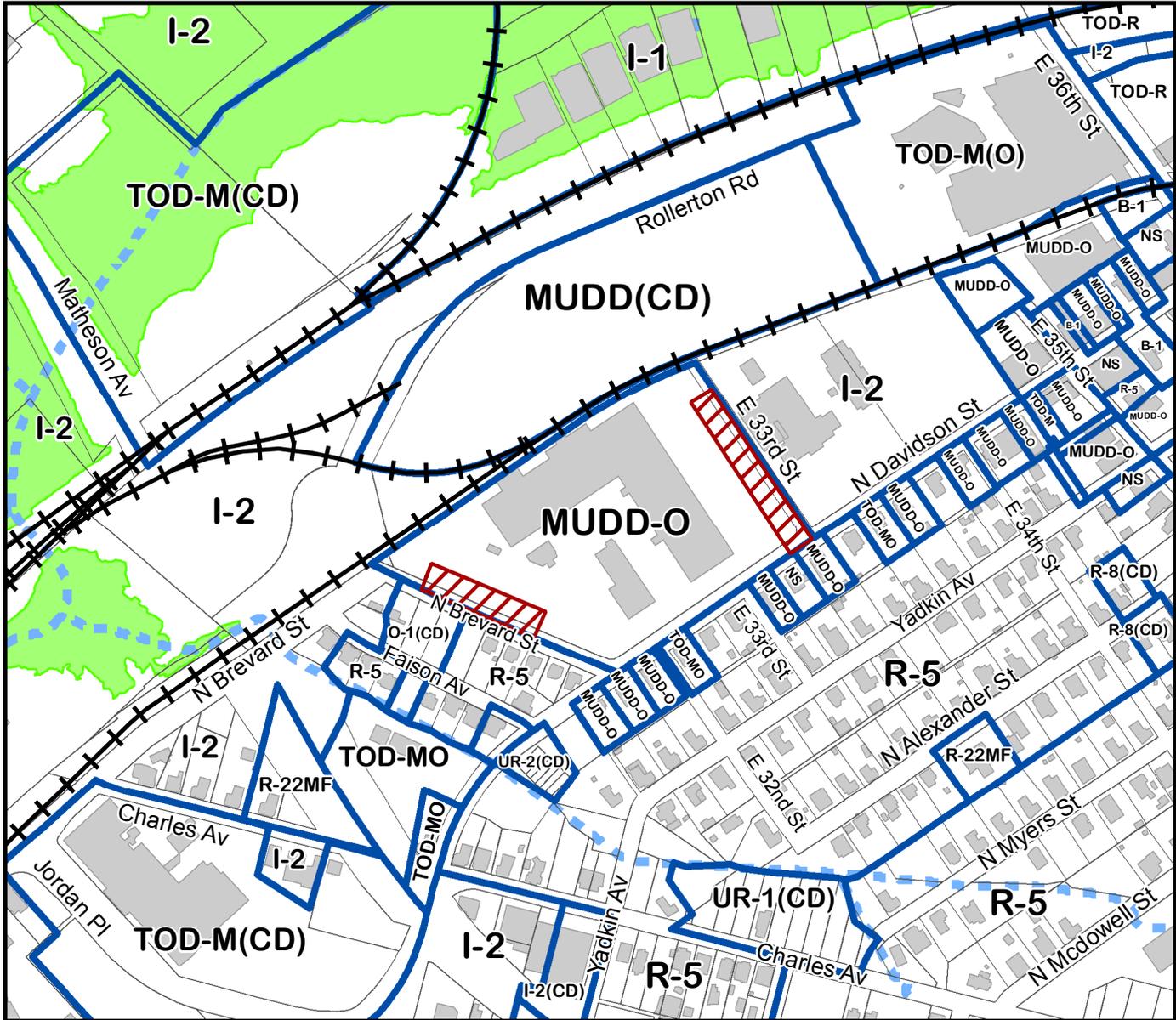
Petition #: **2016-091**

Petitioner: **Saussy Burbank, LLC**

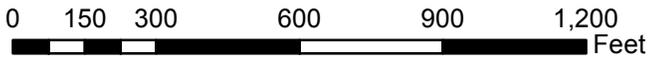
Zoning Classification (Existing): **MUDD-O**  
(Mixed Use Development District, Optional)

Zoning Classification (Requested): **MUDD-O(SPA), 5 Year Vested**  
(Mixed Use Development District, Optional, Site Plan Amendment, 5 Year Vested Rights)

**Acreage & Location:** Approximately 1.4 acres located on the east side of North Brevard Street near the intersection of North Davidson Street and North Brevard Street and also located on south side of East 33rd Street near the intersection of North Davidson Street and East 33rd Street.



Map Produced by the Charlotte-Mecklenburg Planning Department, 7-5-2016.

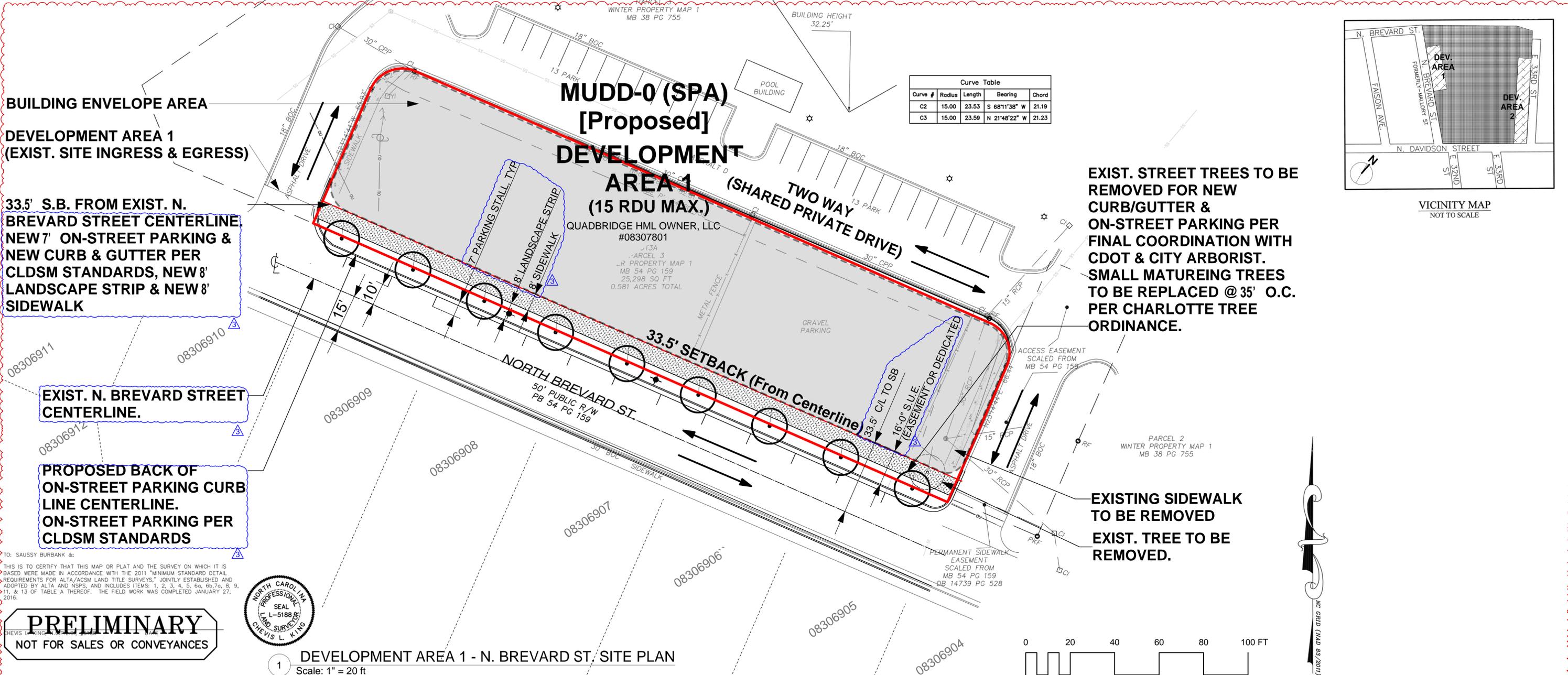


Zoning Map #(s)

**89**

**Requested MUDD-O(SPA), 5 Year Vested from MUDD-O**

	Requested MUDD-O(SPA), 5 Year Vested from MUDD-O		FEMA flood plain
	Existing Building Footprints		Watershed
	Existing Zoning Boundaries		Lakes and Ponds
	Charlotte City Limits		Creeks and Streams
	Pedestrian Overlay		Historic District



**BUILDING ENVELOPE AREA**  
**DEVELOPMENT AREA 1**  
**(EXIST. SITE INGRESS & EGRESS)**

**33.5' S.B. FROM EXIST. N. BREVARD STREET CENTERLINE. NEW 7' ON-STREET PARKING & NEW CURB & GUTTER PER CLDSM STANDARDS, NEW 8' LANDSCAPE STRIP & NEW 8' SIDEWALK**

**EXIST. N. BREVARD STREET CENTERLINE.**

**PROPOSED BACK OF ON-STREET PARKING CURB LINE CENTERLINE. ON-STREET PARKING PER CLDSM STANDARDS**

**EXIST. STREET TREES TO BE REMOVED FOR NEW CURB/GUTTER & ON-STREET PARKING PER FINAL COORDINATION WITH CDOT & CITY ARBORIST. SMALL MATURING TREES TO BE REPLACED @ 35' O.C. PER CHARLOTTE TREE ORDINANCE.**

**EXISTING SIDEWALK TO BE REMOVED  
 EXIST. TREE TO BE REMOVED.**

**PRELIMINARY**  
 NOT FOR SALES OR CONVEYANCES



**1 DEVELOPMENT AREA 1 - N. BREVARD ST. SITE PLAN**  
 Scale: 1" = 20 ft

**Sausy Burbank, LLC Site Plan Amendment**  
**DEVELOPMENT STANDARDS**  
 7/20/2016

Development Data Table	
Site Area:	1.4 +/- acres
Tax Parcel:	Portions of 083-078-01
Existing Zoning:	MUDD-O
Proposed Zoning:	MUDD-O (SPA)
Existing Use:	Mixed Use (Multi-family/retail)
Proposed Uses:	35 Townhome Units
Maximum Building Height:	3 stories (45 feet)
Parking:	Shall satisfy or exceed MUDD minimum requirements

**General Provisions**  
 These Development Standards form a part of the Technical Data Sheet associated with the Site Plan Amendment filed by Quadbridge HML Outparcels Owner, LLC c/o Sausy Burbank, LLC to amend the property from the MUDD-O Zoning District to the MUDD-O (SPA) Zoning District in order to accommodate development of 35 townhome units on an approximately 1.4 ± acre tract on portions of the Highland Mill property at the corner of North Davidson Street and 33rd Street, as depicted on the Technical Data Sheet (the "Site").  
 This Site Plan Amendment will accommodate development of townhome units in addition to the mix of uses already developed on the Site. The project will seek to meet all of the goals of the 36th Street Station Area Plan, Rezoning Petition 2001-037 and subsequent Administrative Amendment provide for a minimum of 10,000 square feet of retail/office uses and up to 220 residential uses (which may be converted to commercial uses at a rate of 1000 s.f. of commercial uses to one residential unit). This Site Plan Amendment shall accommodate the development of an additional 35 townhome units, thus the entitlements allowed under 2001-037 and subsequent Administrative Amendment shall not be impacted.  
 Development of the Site will be governed by the accompanying Technical Data Sheet, these Development Standards, Conceptual Renderings and the applicable provisions of the City of Charlotte Zoning Ordinance (the "Ordinance"). The Technical Data Sheet is intended to reflect maximum development rights, building envelopes, the arrangements and locations of access points, setbacks and dedicated open space areas.  
 Except as otherwise provided under the MUDD-Optional provisions set forth under Section 3 below and unless the Technical Data Sheet or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the MUDD Zoning District shall govern all development taking place on the Site.  
 Alterations or modifications which, in the opinion of the Planning Director, substantially alter the character of the development proposed or significantly alter the Technical Data Sheet or these Development Standards, constitute changes which increase the intensity of development shall not be deemed to be minor and may only be made in accordance with the provisions of Subsections 6.207(1) or (2) of the Ordinance, as applicable.

**MUDD-Optional Provisions**  
 This Petition proposes utilization of the MUDD-O provisions to allow for the following optional deviations:  
 a) Petitioner requests a deviation from the standard streetscape requirements in order to allow a sixteen foot minimum setback measured from the existing back of curb in order maintain the mature oak trees, existing planting strip and a eight foot wide sidewalk along the Site's 33rd Street frontage.  
 b) Petitioner requests a deviation from the standard streetscape requirements in order to accommodate the streetscape and setback shown on the Technical Data Sheet.  
 c) Petitioner requests a deviation from the standard ordinance requirements in order to allow deviation from the active ground floor retail street requirements.  
 d) Petitioner requests a deviation from the standard ordinance requirements to allow stormwater facilities to be located below sidewalk and private drives as long as they are outside of any required setbacks and public street right-of-way.

**Permitted Uses**  
 The Site may be devoted to townhome uses and any incidental or accessory uses associated therewith.  
**Maximum Development**  
 a) The Site may be developed with up to 35 townhome units.  
**Transportation**  
 a) Vehicular access will be as generally depicted on the Technical Data Sheet. The placements and configurations of the vehicular access points shown on the Technical Data Sheet are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required by CDOT for approval.  
 b) Gates may be installed to control vehicular access to the site, but pedestrian access through the site shall not be restricted (except for access points to buildings). However, no entrance gate will be permitted at the North Davidson Street driveway.  
**Architectural Standards/Streetscape and Landscaping**  
 a) Highland Park Mill No. 3 is listed (mill buildings and site) in the National Historic Register. Prior to any new construction on the site, a Certificate of Appropriateness must be approved by the Charlotte-Mecklenburg Historic Landmarks Commission. Therefore, the architecture and exterior design of the proposed townhomes is subject to review and approval by the Charlotte-Mecklenburg Historic Landmarks Commission.  
 b) The architectural design and exterior elements of the townhomes developed on the site shall be substantially similar to the

Conceptual Renderings provided, subject to final approval by the Charlotte-Mecklenburg Historic Landmarks Commission.  
 c) Meter boxes, back flow preventers, dumpsters and similar items will be screened from public view.  
 d) Petitioner agrees to install on-street parking spaces along the Site's Brevard Street frontage. The exact location and spacing of these on-street parking spaces shall be determined during the design and permitting process.  
 e) A minimum setback of at least sixteen (16) feet from the future back of curb shall be provided along the Site's North Brevard Street frontage and at least sixteen (16) feet from the existing back of curb on the 33rd Street frontage and North Davidson Street side yard.  
 f) Petitioner shall provide an eight (8) foot wide sidewalk and planting strip along the Site's Brevard Street and 33rd Street frontages.  
 g) Petitioner shall provide an open space amenity area up to 2,500 square feet in area at the corner of North Davidson Street and 33rd Street. The area shall be improved and may include hardscape, landscaping, seating, bicycle racks and public art as generally depicted in the attached Conceptual Rendering.  
**Signage**  
 All signage shall meet the requirements of the MUDD zoning district.  
**Internal Side Yards and Rear Yards**  
 The Petitioner may subdivide the Site and create lots within Site with no side or rear yards as part of a unified development plan.  
**Parking**  
 Parking will be provided that is sufficient to accommodate all uses at the Site and shall meet or exceed Ordinance requirements.  
**Stormwater**  
 Petitioner shall comply with the Charlotte City Council approved and adopted Post Construction Controls Ordinance.  
**Amendments to Rezoning Plan**  
 Future amendments to the Technical Data Sheet and these Development Standards may be applied for by the then Owner or Owners of a particular Tract within the Site involved in accordance with the provisions of Chapter 6 of the Ordinance.

**Binding Effect of the Rezoning Documents and Definitions**  
 If this Site Plan Amendment is approved, all conditions applicable to development of the Site imposed under the Technical Data Sheet and these Development Standards will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the terms, "Petitioner" and "Owner" or "Owners" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of the Petitioner or the owner or owners of any part of the Site from time to time who may be involved in any future development thereof.

This Drawing is the property of Shook Kelley, Inc. and is not to be reproduced in whole or in part. It is to be used for the project and site specifically identified herein and is not to be used on any other project. This Drawing is to be returned upon the written request of Shook Kelley, Inc.

**NOT FOR CONSTRUCTION**



Prepared for:  
 Sausy Burbank  
 3730 Glen Lake Dr. #125  
 Charlotte, NC 28208  
 o: 704-945-1515

Mark	Date	Description
1	5/23/2016	Plan Comment Revisions
2	6/14/2016	Plan Comment Revisions
3	7/20/2016	Plan Comment Revisions

**shook kelley**  
 2151 Hawkins Street  
 Suite 400  
 Charlotte, NC 28203  
 704 / 377 0661  
 www.shookkelley.com

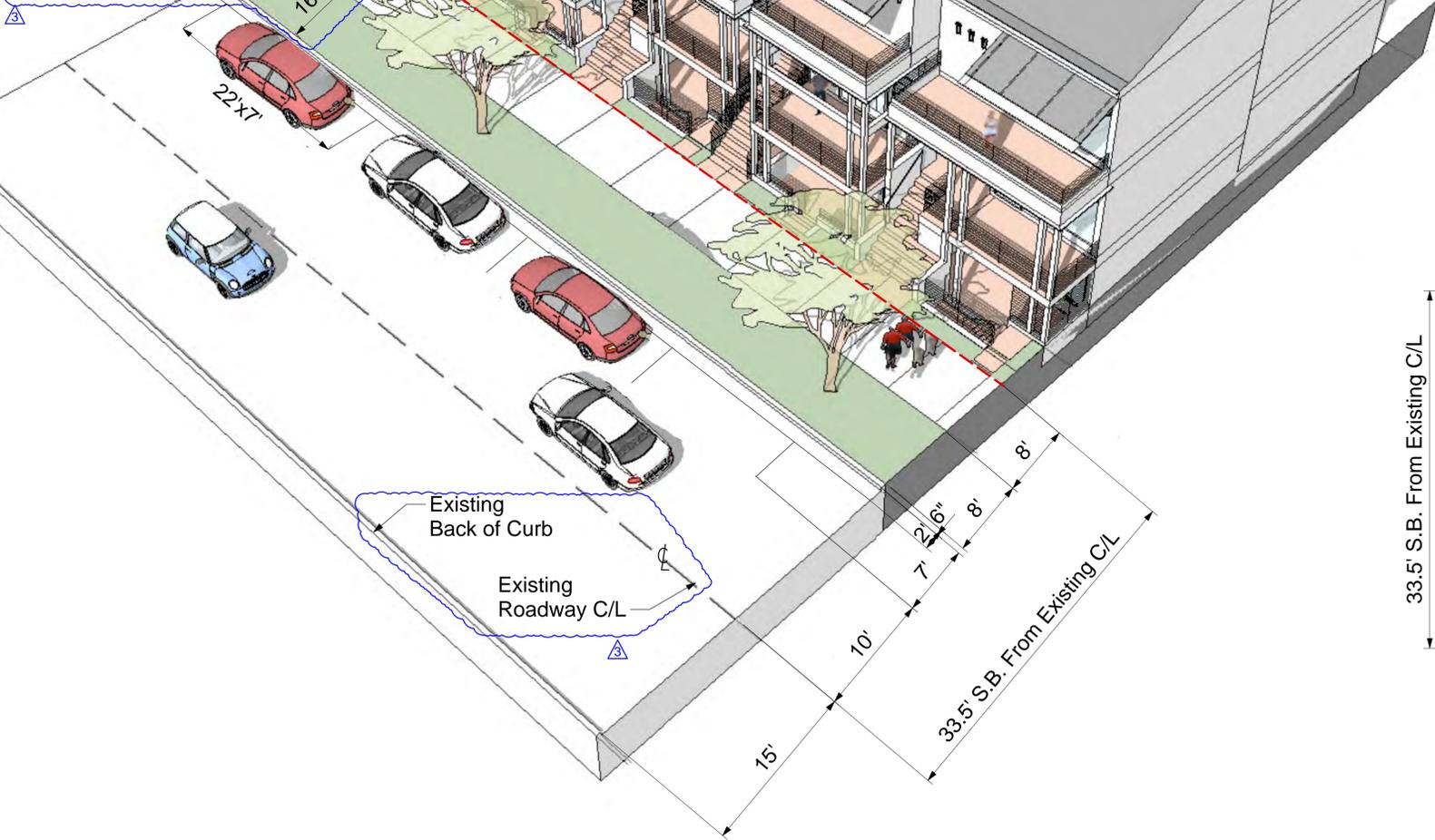
**Sausy Burbank, LLC**  
**Site Plan Amendment**  
**Rezoning Amendment 2016-091**  
 N. Brevard St. & E 33RD St.  
 4/22/2016 Rezoning Submittal 2016-091  
**15029**

**Rezoning Site Plan**  
**N. Brevard Street**  
**& Technical Notes**  
**SP01**

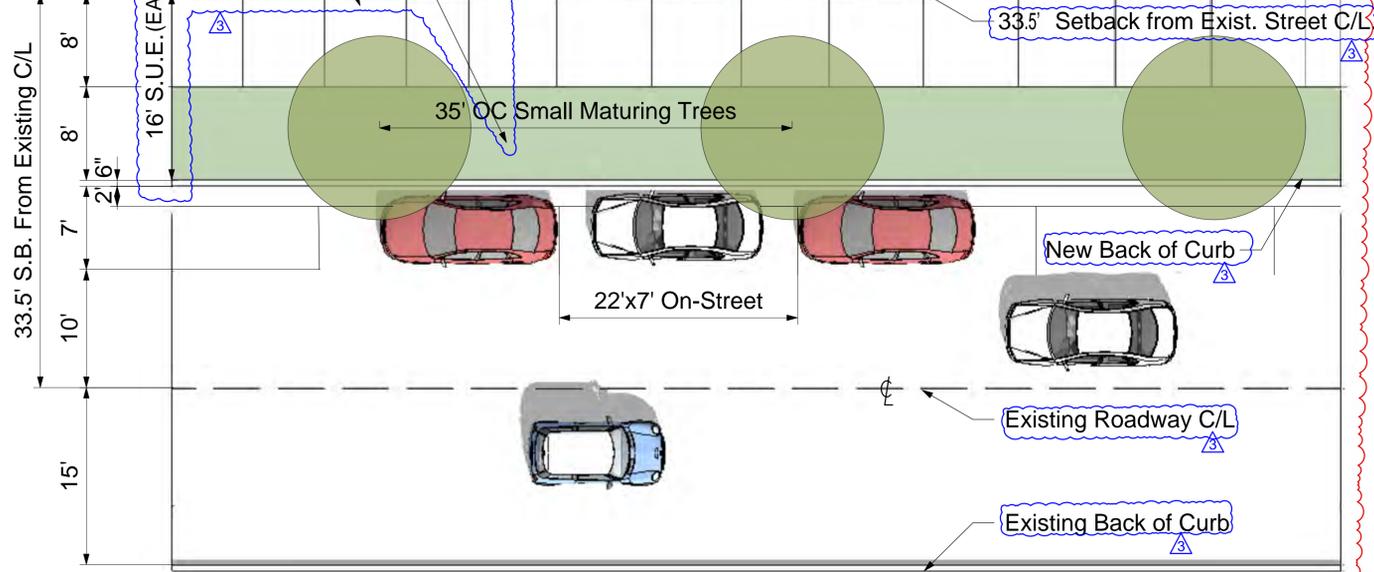
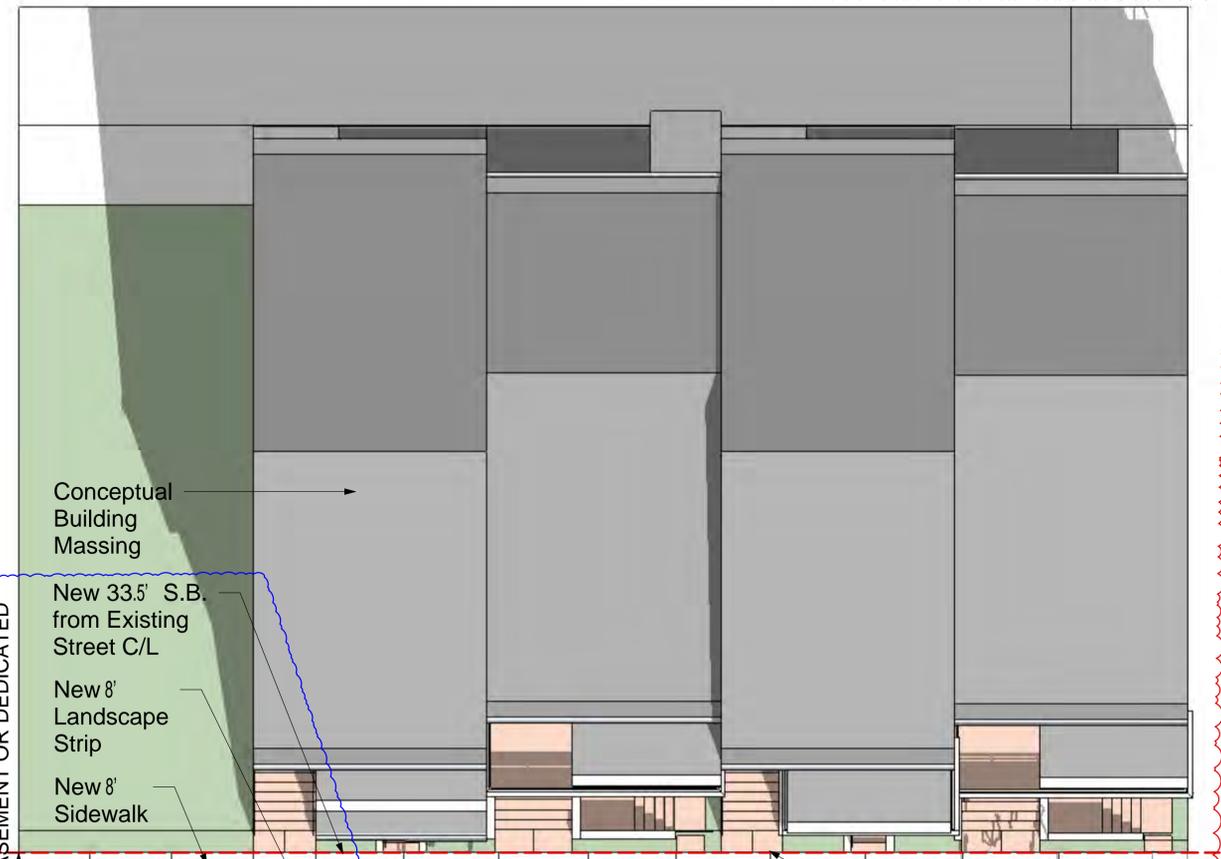


Conceptual Building Massing

- New 33.5' Setback from Exist. Street C/L
- 16' S.U.E. (To be dedicated or Easement)
- New 8' Sidewalk
- New 8' Landscape Strip
- New Back of Curb



1 N. Brevard Street - Street Modification Axonometric  
Not to Scale



2 N. Brevard Street - Street Modification Plan  
Not to Scale

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o: 704-945-1515

Mark	Date	Description
2	6/20/2016	Plan Comment Revisions
3	7/20/2016	Plan Comment Revisions

**shook kelley**  
2151 Hawkins Street  
Suite 400  
Charlotte, NC 28203  
704 / 377 0661  
www.shookkelley.com

**Saussy Burbank, LLC**  
Site Plan Amendment  
Rezoning Amendment 2016-091  
N. Brevard St. & E 33RD St.  
5/23/2016 Rezoning Submittal  
15029

Rezoning Illustrative  
N. Brevard Street  
Axon & Plan  
**SP03**



1 N. Brevard Street - Conceptual Pedestrian Level Street View (Building Massing Only - See 4/ASP04 For Conceptual Materials View) Not to Scale



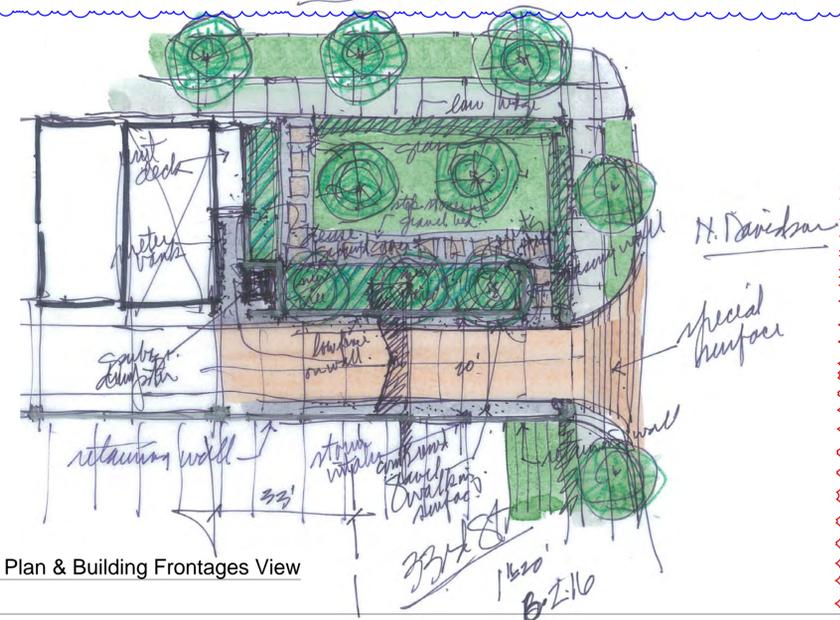
4 N. Brevard Street - Conceptual View of Town Homes Not to Scale



3 N. Davidson & E. 33 RD Streets - Conceptual Amenity Area Plan & Building Frontages View Not to Scale



2 E. 33 RD Street - Conceptual Pedestrian Level Street View (Building Massing Only - See 3/ASP04 For Conceptual Materials View) Not to Scale



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Saussy Burbank  
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Charlotte, NC 28208  
o: 704-945-1515

Mark	Date	Description
2	6/20/2016	Plan Comment Revisions
3	7/20/2016	Plan Comment Revisions

**shook kelley**

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Charlotte, NC 28203

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**Saussy Burbank, LLC**  
Site Plan Amendment

Rezoning Amendment 2016-09F  
N. Brevard St. & E 33RD St.  
5/23/2016 Rezoning Submittal  
15029

Rezoning Illustrative  
Street Views  
F. 33RD, N. Brevard  
& N. Davidson  
**SP04**



**Agenda Date:** 8/22/2016

---

**Agenda #:** 10.**File #:** 15-3762 **Type:** Public Hearing Item

---

## **Public Hearing on a Resolution to Close a Portion of Tross Street**

**Action:**

- A. Conduct a public hearing to close a portion of Tross Street, and**
- B. Adopt a resolution to close a portion of Tross Street.**

**Staff Resource(s):**

Jeff Boenisch, Transportation

**Explanation**

- North Carolina General Statute 160A-299 outlines the procedures for permanently closing streets and alleys.
- The Charlotte Department of Transportation received a petition to abandon public right-of-way and requests this City Council action in accordance with the statute.
- The action removes land from public right-of-way status and attaches it to the adjacent property. The attached resolution refers to exhibits and metes and bounds descriptions that are available in the City Clerk's Office.
- A portion of Tross Street is located in Council District 1.

**Petitioners**

Ms. Donnetta Collier - Self-Help Community Development Center

**Right-of-Way to be Abandoned**

A Portion of Tross Street is an unopened right-of-way located between Leroy Street and Stancill Place.

**Reason**

The petitioner intends to incorporate the right-of-way into the abutting land in order to accommodate a future affordable housing development.

**Notification**

As part of the City's notification process, and in compliance with North Carolina General Statute 160A-299, the Charlotte Department of Transportation submitted this abandonment petition for review by the public and City Departments.

Adjoining property owner(s)

Joeisha A. Collins - No objections

Marvin E. Price & Jeanette Price - No objections

---

**Agenda #: 10.File #: 15-3762 Type: Public Hearing Item**

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Neighborhood/Business Association(s)

Grier Heights Economic Foundation - No objections

Private Utility Companies - No objections

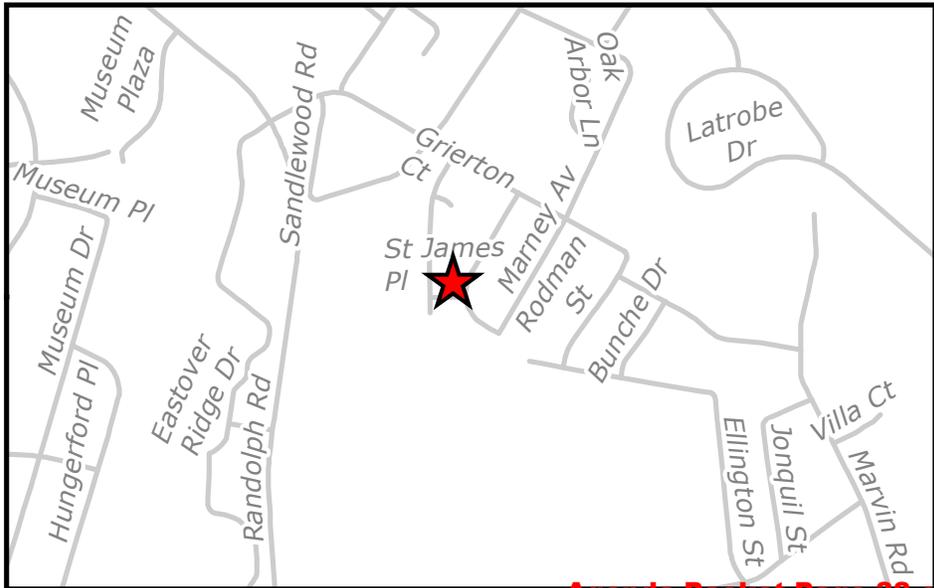
City Departments

Review by City departments identified no apparent reason this closing would:

- Be contrary to the public interest;
- Deprive any individual(s) owning property in the vicinity of reasonable means of ingress and egress to their property as outlined in the statutes; and
- Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.

**Attachment**

Map  
Resolution



  
**CITY OF CHARLOTTE**  
**DEPARTMENT OF TRANSPORTATION**

**Right-of-Way Abandonment**  
**Petition 2016-05**

**Right-of-Way Abandonment Area**  
 **Tross Street**

RESOLUTION CLOSING A PORTION OF TROSS STREET IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

---

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 Tross 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 Tross Street to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 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, an easement shall be reserved in favor of Duke Energy over, upon, and under the area petitioned to be abandoned for ingress, egress, and regress to access its existing facilities for the installation, maintenance, replacement, and repair of conduit, and related equipment, as shown on the attached maps marked "Exhibit A"; and

WHEREAS, the public hearing was held on the 22<sup>nd</sup> day of August, 2016, and City Council determined that the closing of a portion of Tross 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 his 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 August 22, 2016, that the Council hereby orders the closing of a portion of Tross 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.



**Agenda Date:** 8/22/2016

---

**Agenda #:** 11. **File #:** 15-3763 **Type:** Public Hearing Item

---

**Public Hearing on a Resolution to Close a Portion of an Alleyway between Brookshire Boulevard and Black Avenue**

**Action:**

- A. Conduct a public hearing to close a Portion of an alleyway between Brookshire Boulevard and Black Avenue, and**
- B. Adopt a resolution to close a Portion of an alleyway between Brookshire Boulevard and Black Avenue.**

**Staff Resource(s):**

Jeff Boenisch, Transportation

**Explanation**

- North Carolina General Statute 160A-299 outlines the procedures for permanently closing streets and alleys.
- The Charlotte Department of Transportation received a petition to abandon public right-of-way and requests this City Council action in accordance with the statute.
- The action removes land from public right-of-way status and attaches it to the adjacent property. The attached resolution refers to exhibits and metes and bounds descriptions that are available in the City Clerk's Office.
- A portion of an alleyway between Brookshire Boulevard and Black Avenue is located in Council District 2.

**Petitioners**

Quik Trip Corporation - Judy Allie

**Right-of-Way to be Abandoned**

The portion an alleyway between Brookshire Boulevard and Black Avenue is bound by N. Hoskins Road, Black Avenue, N. Cloudman Street, and Brookshire Boulevard.

**Reason**

The petitioner intends to reassemble the abutting properties to include a portion of an alleyway between Brookshire Boulevard and Black Avenue. The assembly of this land is consistent with rezoning petition #2016-084 submitted by Quik Trip Corporation, and was approved by City Council on June 20, 2016.

**Notification**

As part of the City's notification process, and in compliance with North Carolina General Statute 160A-299, the Charlotte Department of Transportation submitted this abandonment petition for review by the public and City Departments.

---

**Agenda #: 11. File #: 15-3763 Type: Public Hearing Item**

---

Adjoining property owner(s)

Pert Investment, LLC - No objections

Marilyn L London, Trustee: The Marilyn L. London Living Trust, dated June 29, 2007 - No objection

Thanh Ta & Ha To Ta - No objections

Encarnacion US Property1, LLC - No objections

Neighborhood/Business Association(s)

Hoskins Community - Notified/no comments

Private Utility Companies - No objections

City Departments

Review by City departments identified no apparent reason this closing would:

- Be contrary to the public interest;
- Deprive any individual(s) owning property in the vicinity of reasonable means of ingress and egress to his property as outlined in the statutes; and
- Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.

**Attachment**

Map  
Resolution



**Abandonment  
petition #2016-07  
An alleyway  
between Brookshire  
Boulevard and  
Black Avenue**

LONDON,  
MARILYN L.  
(LIVING TRUST)

PERT  
INVESTMENT  
LLC

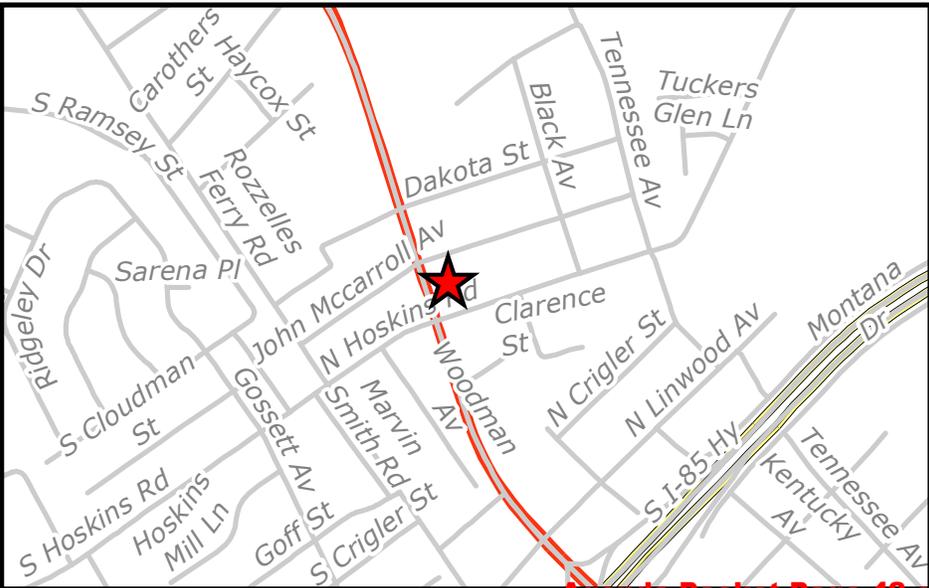
PERT  
INVESTMENT  
LLC

PERT  
INVESTMENT  
LLC

PERT  
INVESTMENT  
LLC

ENCARNACION US  
PROPERTY1 LLC

TA, THANH



**CITY OF CHARLOTTE  
DEPARTMENT OF TRANSPORTATION**

**Right-of-Way Abandonment  
Petition 2016-07**

**Right-of-Way Abandonment Area**

 An alleyway between Brookshire  
Boulevard and Black Avenue

RESOLUTION CLOSING A PORTION OF AN ALLEYWAY BETWEEN BROOKSHIRE BOULEVARD AND BLACK AVENUE IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

---

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 an alleyway between Brookshire Boulevard and Black Avenue, 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 an alleyway between Brookshire Boulevard and Black Avenue to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

WHEREAS, the public hearing was held on the 22<sup>nd</sup> day of August, 2016, and City Council determined that the closing of a portion of an alleyway between Brookshire Boulevard and Black Avenue 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 his 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 August 22, 2016, that the Council hereby orders the closing of a portion of an alleyway between Brookshire Boulevard and Black Avenue 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.



**Agenda Date:** 8/22/2016

---

**Agenda #:** 12.**File #:** 15-3780 **Type:** Public Hearing Item

---

## **Public Hearing on Voluntary Annexation**

**Action:**

- A. Hold a public hearing for the Robinson Church voluntary annexation, and**
  
- B. Adopt an ordinance with an effective date of August 22, 2016, to extend the corporate limits to include this property and assign it to the adjacent City Council District 5.**

**Staff Resource(s):**

Jonathan Wells, Planning

**Explanation**

- Public hearings to obtain community input are required prior to City Council taking action on annexation requests.
- A petition has been received from the owners of this 266.73 acre property located in the 8800 block of Robinson Church Road in eastern Mecklenburg County.
- The property is owned by LGI Homes.
- The property is currently vacant and is zoned R-3 single-family residential.
- The property is located within Charlotte's extraterritorial jurisdiction and shares boundaries with current city limits.
- Annexation of this property will allow for more orderly extension of City development review, City services and capital investments in the future.
- The effective annexation date for this property is August 22, 2016.
- The Annexation Ordinance assigns the annexed area to adjacent City Council District 5.

**Consistent with City Council Policies**

- The annexation is consistent with City voluntary annexation policies approved by the City Council on March 24, 2003; more specifically this annexation:
  - Will not adversely affect the City's ability to undertake future annexations;
  - Will not have undue negative impact on City finances or services; and
  - Will not result in a situation where unincorporated areas will be encompassed by new City limits.

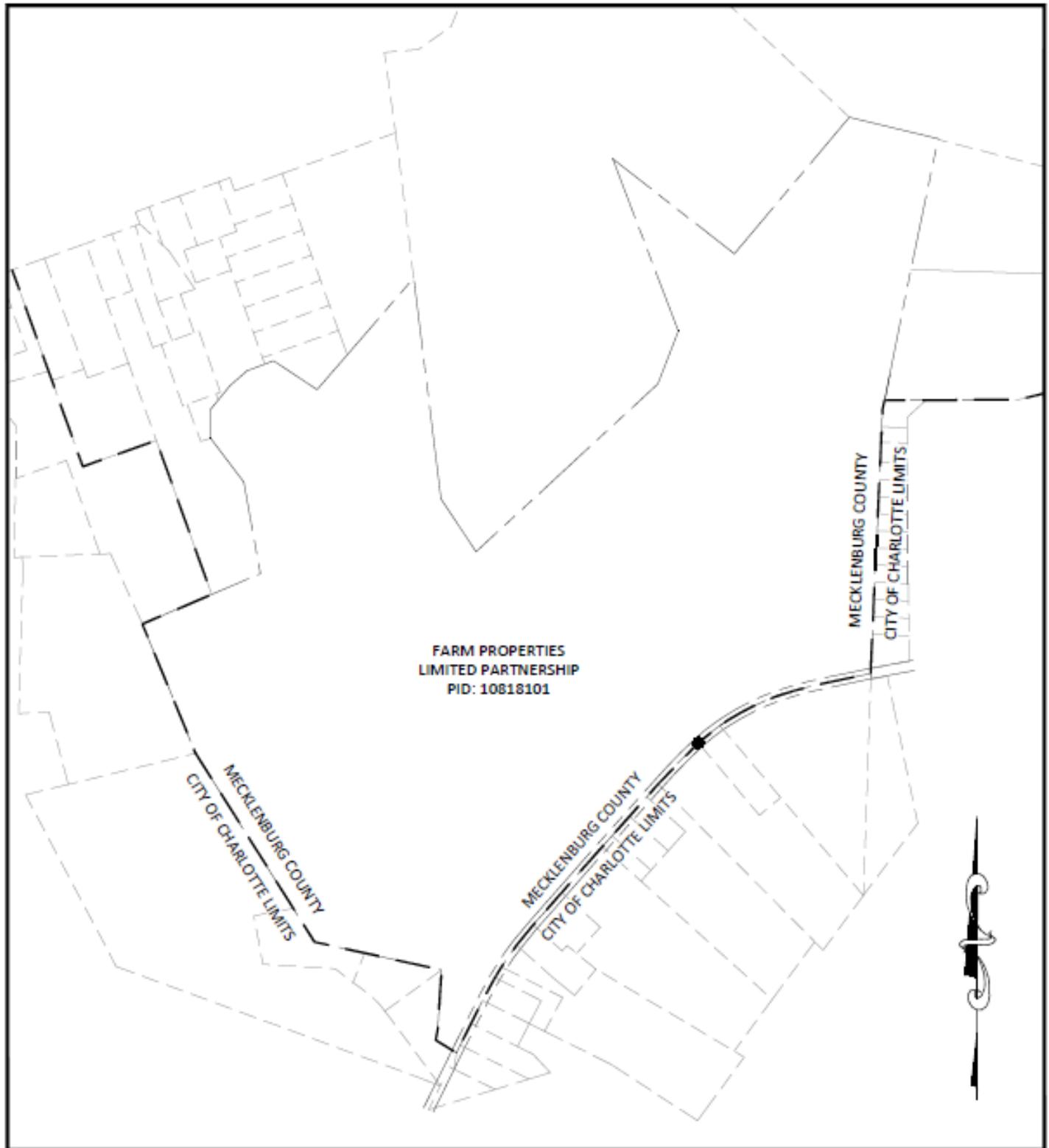
---

**Agenda #:** 12.**File #:** 15-3780 **Type:** Public Hearing Item

---

**Attachment**

Map  
Annexation Ordinance



MERRICK PROJECT NO.	66319033-01		
CLIENT PROJECT NO.	-		
REVISION DESCRIPTION			
DRAWN	DEC	DATE 05/25/2016	SCALE 1" = 800'
 <b>MERRICK &amp; COMPANY</b>			
1001 MOREHEAD SQ. DR., STE 530, CHARLOTTE, NC 28203			

<b>ROBINSON CHURCH ROAD ANNEXATION EXHIBIT PARCEL ID: 10818101</b>		
<b>TITLE: FARM PROPERTIES LIMITED PARTNERSHIP 266.75 +/- ACRES</b>		
REVISION:	DRAWING NO. V-1	SHEET NO. 1 OF 1

ORDINANCE NO. \_\_\_\_\_

**ROBINSON CHURCH AREA**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
CITY OF CHARLOTTE, NORTH CAROLINA**

WHEREAS, the City Council has been petitioned under G.S. 160A-31(a) to annex the area described below; and

WHEREAS, the City Council has by Resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Meeting Chamber of the Charlotte - Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 7:00 p.m. on August 22, 2016 after due notice by the Mecklenburg Times on August 9, 2016; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Charlotte as of August 22, 2016 (effective date):

**LEGAL DESCRIPTION**

Beginning at a point having coordinates of N:534171.40, E:1513988.13; thence with a bearing of S 00°07'52" E a distance of 28.00 feet to a point; thence with a bearing of S 78°16'20" W a distance of 94.58 feet to a point; thence with a bearing of S 78°16'20" W a distance of 156.20 feet to a point; thence in a westerly direction with a non-tangent curve turning to the left with a radius of 2492.84 feet, having a chord bearing of S 75°04'39" W and a chord distance of 302.40, having a central angle of 06°57'17" and an arc length of 302.58 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 1445.25 feet, having a chord

bearing of S 63°53'00" W and a chord distance of 326.19, having a central angle of 12°57'33" and an arc length of 326.89 to a point; thence with a bearing of N 00°00'00" E a distance of 0.00 feet to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 1445.25 feet, having a chord bearing of S 56°23'54" W and a chord distance of 50.71, having a central angle of 02°00'38" and an arc length of 50.72 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 1226.50 feet, having a chord bearing of S 51°07'51" W and a chord distance of 159.57, having a central angle of 07°27'35" and an arc length of 159.68 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 3278.78 feet, having a chord bearing of S 44°17'06" W and a chord distance of 333.29, having a central angle of 05°49'36" and an arc length of 333.44 to a point; thence with a bearing of S 41°43'53" W a distance of 100.01 feet to a point; thence with a bearing of S 41°46'31" W a distance of 150.00 feet to a point; thence with a bearing of S 41°51'51" W a distance of 150.47 feet to a point; thence with a bearing of S 41°44'53" W a distance of 85.00 feet to a point; thence with a bearing of S 41°44'58" W a distance of 154.02 feet to a point; thence with a bearing of S 41°20'14" W a distance of 200.82 feet to a point; thence with a bearing of S 41°36'10" W a distance of 100.12 feet to a point; thence with a bearing of S 41°16'43" W a distance of 150.01 feet to a point; thence with a bearing of N 00°00'00" E a distance of 0.00 feet to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 2631.45 feet, having a chord bearing of S 39°33'26" W and a chord distance of 149.97, having a central angle of 03°15'57" and an arc length of 149.99 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 1533.49 feet, having a chord bearing of S 34°46'33" W and a chord distance of 153.49, having a central angle of 05°44'13" and an arc length of 153.55 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 4057.13 feet, having a chord bearing of S 31°20'05" W and a chord distance of 71.49, having a central angle of 01°00'35" and an arc length of 71.49 to a point; thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 1889.30 feet, having a chord bearing of S 28°36'07" W and a chord distance of 128.39, having a central angle of 03°53'39" and an arc length of 128.41 to a point; thence with a bearing of S 27°09'25" W a distance of 21.89 feet to a point; thence with a bearing of S 26°37'56" W a distance of 150.08 feet to a point; thence with a bearing of S 26°34'39" W a distance of 140.00 feet to a point; thence with a bearing of S 26°06'37" W a distance of 48.86 feet to a point; thence with a bearing of N 58°44'38" W a distance of 34.01 feet to a point; thence with a bearing of N 58°44'38" W a distance of 106.98 feet to a point; thence with a bearing of N 11°32'03" E a distance of 52.76 feet to a point; thence with a bearing of N 03°48'23" E a distance of 354.77 feet to a point; thence with a bearing of N 77°34'30" W a distance of 753.65 feet to a point; thence with a bearing of N 32°13'32" W a distance of 1288.71 feet to a point; thence with a bearing of N 22°23'22" W a distance of 808.93 feet to a point; thence with a bearing of N 66°56'06" E a distance of 742.41 feet to a point; thence with a bearing of N 10°20'16" W a distance of 538.26 feet to a point; thence with a bearing of N 37°05'08" W a distance of 318.00 feet to a point; thence with a bearing of N 00°28'14" W a distance of 165.30 feet to a point; thence with a bearing of N 39°29'40" E a distance of 176.66 feet to a point; thence with a bearing of N 48°26'36" E a distance of 131.95 feet to a point; thence with a bearing of N 69°10'51" E a distance of 164.56 feet to a point; thence with a bearing of S 56°38'05" E a distance

of 302.60 feet to a point; thence with a bearing of N 40°54'43" E a distance of 266.37 feet to a point; thence with a bearing of N 40°54'43" E a distance of 587.49 feet to a point; thence with a bearing of S 07°03'48" E a distance of 1287.13 feet to a point; thence with a bearing of S 33°26'23" E a distance of 366.30 feet to a point; thence with a bearing of N 47°19'59" E a distance of 1432.39 feet to a point; thence with a bearing of N 21°02'52" E a distance of 327.72 feet to a point; thence with a bearing of N 20°53'15" W a distance of 1066.15 feet to a point; thence with a bearing of S 52°00'43" E a distance of 24.98 feet to a point; thence with a bearing of S 52°00'43" E a distance of 868.78 feet to a point; thence with a bearing of N 40°08'48" E a distance of 962.23 feet to a point; thence with a bearing of N 40°08'48" E a distance of 70.00 feet to a point; thence with a bearing of S 76°27'34" E a distance of 528.77 feet to a point; thence with a bearing of S 11°47'57" W a distance of 21.83 feet to a point; thence with a bearing of S 11°47'57" W a distance of 749.71 feet to a point; thence with a bearing of S 11°25'53" W a distance of 772.60 feet to a point; thence with a bearing of S 11°25'53" W a distance of 54.38 feet to a point; thence with a bearing of S 02°37'33" W a distance of 1499.57 feet to the point of beginning.; containing 11618820.92 square feet or 266.731 acres.

Section 2. Upon and after August 22, 2016 (effective date) the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Charlotte and shall be entitled to the same privileges and benefits as other parts of the City of Charlotte. Said territory shall be subject to municipal taxes according to G.S.160A-58.10.

Section 3. Subject to change in accordance with applicable law, the annexed territory described above shall be included in the following Council electoral district: 5.

Section 4. The Mayor of the City of Charlotte shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Mecklenburg County Board of Elections, as required by G.S. 163-288.1.

Adopted this 22nd day of August, 2016.

APPROVED AS TO FORM:

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Charlotte City Attorney



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date: 8/22/2016**

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**Agenda #: 13.File #: 15-3875 Type: Policy Item**

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## **City Manager's Report**



Agenda Date: 8/22/2016

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Agenda #: 14.File #: 15-3879 Type: Business Item

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## National Basketball Association All-Star Game

### Action:

**Approve a letter agreement among the National Basketball Association, the City of Charlotte, the Charlotte Regional Visitors Authority, Charlotte Arena Operations, LLC, and Hornets Basketball, LLC that, among other things, states that if the National Basketball Association decides to hold the 2019 All-Star Weekend in Charlotte, the material terms and conditions of the 2017 All-Star Weekend City Services Agreement shall apply in substantially similar force and effect with respect to the 2019 All-Star Weekend.**

### Staff Resource(s):

Ron Kimble, Interim City Manager  
Bob Hagemann, City Attorney's Office

### Explanation

- On July 27, 2015, the City Council approved a City Services Agreement that described specific services, event support, licensing, advertising, and permitting commitments with the National Basketball Association (NBA) for the 2017 All-Star Game in Charlotte.
- Through an agreement with the Charlotte Regional Visitors Authority, the City's contribution for the City services was capped at \$600,000.
- On July 21, 2016, the NBA announced that the 2017 All-Star Game would not be held in Charlotte, but left open the possibility of awarding the 2019 game to Charlotte.
- In an effort to avoid having to negotiate various agreements, including the City Services Agreement, from scratch, the NBA, the Charlotte Regional Visitors Authority, the Hornets Basketball, LLC, and the City have developed a letter agreement that provides that the material terms and conditions of the agreements would apply in substantially similar force and effect with respect to the 2019 All-Star Game weekend should the NBA award the game to Charlotte.

### Attachment

Letter Agreement  
City Services Agreement

August \_\_, 2016

## LETTER AGREEMENT

Whereas, the National Basketball Association (“NBA”) previously awarded the City of Charlotte (the “City”) the right to host the 2017 NBA All-Star Weekend (the “2017 ASW”), with the Charlotte Hornets as the host team, pursuant to several agreements between and among the City, the Charlotte Regional Visitors Authority (“CRVA”), Charlotte Arena Operations, LLC (“CAO”) and Hornets Basketball, LLC (“HSE”);

Whereas further, NBA Entertainment, a division of NBA Properties, Inc. (“NBAE”), and CAO previously have entered into an Arena License Agreement and Side Agreement, and NBAE and HSE previously have entered into a Ticket Agreement, each such agreement dated as of May 19, 2015 and related to the 2017 ASW (the Arena License Agreement, Side Agreement and Ticket Agreement collectively referred to as the “HSE Agreements”);

Whereas further, NBAE and the City previously have entered into the City Services Agreement, dated as of July 28, 2015 and related to the 2017 ASW (the “City Services Agreement”);

Whereas further, NBAE and the CRVA previously have entered into the Coliseum License Agreement, dated as of May 19, 2015, the Convention Center License Agreement, dated as of May 27, 2015, and the Destination Agreement, dated as of May 19, 2015, each related to the 2017 ASW (such agreements collectively referred to as the “CRVA Agreements”);

Whereas further, on July 21, 2016, the NBA announced that it has decided to relocate the 2017 ASW from Charlotte, with the hope of awarding the City the right to host the 2019 NBA All-Star Weekend (the “2019 ASW”), with the Charlotte Hornets as the host team;

Now, therefore, the City, CRVA, NBAE, CAO and HSE (CAO and HSE collectively referred to as the “HSE Entities”) hereby acknowledge and agree as follows:

1. All parties to this Letter Agreement acknowledge that the NBA will not stage the 2017 ASW in Charlotte.
2. Subject to the terms hereof, if the NBA decides to hold the 2019 ASW in Charlotte, then the material terms and conditions of the HSE Agreements, the City Services Agreement and the CRVA Agreements, and respective rights and obligations set forth therein, shall apply in substantially similar force and effect with respect to the 2019 ASW (each party acknowledging that certain modifications, including, but not limited to, changes in venue license periods and other date changes, shall be necessary and shall be agreed to pursuant to one or more separate agreements among the parties hereto).
3. Notwithstanding the terms in Paragraph 2 hereof, NBAE acknowledges that the CRVA must obtain all approvals, consents, permits and/or agreements of third parties necessary for the CRVA to be able to grant the rights and/or perform the obligations set forth in the CRVA Agreements with respect to 2019 ASW (“Third Party Obligations”) (such Third Party Obligations

being of similar scope and nature as those that were obtained with respect to 2017 ASW), and that the CRVA's success in securing or failure to secure such Third Party Obligations shall in no way modify, limit, condition or negate NBAE's rights to terminate the CRVA Agreements, HSE Agreements, or City Services Agreement. NBAE further acknowledges that in the event the CRVA fails to secure such Third Party Obligations, NBAE shall not pursue any remedy against the CRVA, other than termination of the CRVA Agreements pursuant to the terms thereof.

4. Without limiting NBAE's rights to terminate the HSE Agreements, the City Services Agreement, and the CRVA Agreements, this Letter Agreement terminate automatically in the event NBAE terminates any of the HSE Agreements, the City Services Agreement or the CRVA Agreements pursuant to the terms thereof.
5. For purposes of clarification, the parties acknowledge and agree that NBAE's election not to terminate the HSE Agreements, the City Services Agreement, or the CRVA Agreements as of the date hereof shall not constitute a waiver of NBAE's existing or ongoing termination rights pursuant to the terms thereof, and further, nothing herein shall modify, limit, condition, or negate NBAE's rights set forth in such agreements, including without limitation, NBAE's termination rights.
6. The parties hereby expressly agree that nothing contained herein is intended to impose any additional liability or obligation upon the NBA or NBAE with respect to the 2017 ASW or, if the NBA decides to hold the 2019 ASW in Charlotte, the 2019 ASW.

ACCEPTED AND AGREED:

CITY OF CHARLOTTE

By: \_\_\_\_\_  
Name:  
Title:

CHARLOTTE ARENA OPERATIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

NBA ENTERTAINMENT

By: \_\_\_\_\_  
Name:  
Title:

CHARLOTTE REGIONAL VISITORS AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

HORNETS BASKETBALL, LLC

By: \_\_\_\_\_  
Name:  
Title:

## CITY SERVICES AGREEMENT

This CITY SERVICES AGREEMENT (“**City Services Agreement**”), dated as of July 28, 2015 between NBA ENTERTAINMENT, a division of NBA Properties, Inc. (“**NBAE**”), and the CITY OF CHARLOTTE (the “**City**”). Capitalized terms used but not defined in the main body of this City Services Agreement will have the definitions ascribed to them in Exhibit B.

1. City shall be responsible for:

(a) furnishing and/or obtaining on behalf of NBAE and its designees, at no cost to NBAE or its designees, all approvals, inspections, licenses or permits (including, but not limited to any “special event” permits) from City or other local authorities necessary to enable NBAE and its designees during the Arena License Period to conduct the Events, including NBA Fan Events, at locations to be determined by NBAE, (i) to execute NBAE’s local transportation plans for the Events, including NBA Fan Events, which will be developed in consultation with the City (including, without limitation, the execution of any street closures and the staff needed to enact such closures), (ii) establish a security perimeter around each of the Designated Locations (as defined below) that are used to host Events, including NBA Fan Events, in consultation with local traffic and public safety authorities, (iii) conduct the sale of merchandise at the Events, including NBA Fan Events, and any NBA All-Star venues (including, but not limited to, the Arena, the Charlotte Convention Center (the “**Convention Center**”), the Bojangles Coliseum (the “**Coliseum**”) and Hotels) and (iv) subject to applicable law, including, without limitation, ordinances pertaining to decorative signs or banners and temporary on-site signs, and except to the extent prohibited by contract, decorate (A) any streets, facilities and other community locations (e.g., street poles, bus stops) within one-half mile of any NBA All-Star venue, (B) Charlotte Douglas International Airport, (C) the Arena, Convention Center, Coliseum and Hotels and (D) any facilities controlled by City ((A), (B), (C) and (D), collectively, “**Designated Locations**”) with any Event or NBA Fan Events, and/or Event or NBA Fan Event sponsor-identified, signage and/or decorations (which shall be produced, supplied and installed at no cost to City) beginning no earlier than thirty (30) days prior to the Arena License Period and ending at the conclusion of the Arena License Period and to conduct events and activities, including, without limitation, product displays and food and other product sampling activities, in public areas on and around the premises of the Designated Locations;

(b) consistent with applicable law, reasonably cooperate, including by providing enforcement personnel, with NBAE’s efforts to prohibit and oppose during the Arena License Period: (i) the distribution of counterfeit or otherwise unlicensed merchandise relating to any Event, including NBA Fan Event (and/or any participant therein) in any of the Designated Locations; (ii) “ambush marketing” relating to any Event, Event participant or NBA All-Star generally (i.e., any third party marketing initiative (e.g., signage, sampling, events) within any of the Designated Locations other than activity on private property that is in conformance with applicable law that implies (or attempts to imply) an unauthorized association with any NBA All-Star event (or any participant therein) or otherwise unreasonably detracts from or interferes with, the promotion activities of NBAE or its designees in connection with any Event) during the Arena License Period; (iii) the issuance of any temporary sales, structures, sampling, signage, inflatables, building wraps, and/or entertainment permits or other vendor license to any vendor not authorized by the City in close consultation with NBAE which allows such vendor to operate within one-half mile of any Event location, including any NBA Fan Event; and (iv) the unlawful operation of outdoor sound systems by anyone not authorized by the City in close consultation with NBAE located within one-half mile of any Event location ((i), (ii), (iii) and (iv), collectively, the “**Prohibited Activities**”);

(c) consistent with applicable law, enacting and enforcing all reasonably necessary ordinances or policies against any and all of Prohibited Activities or any other unauthorized promotional activities during the Arena License Period which unreasonably detract from or interfere with, the promotional activities of NBAE and its designees in connection with the Events, including, without limitation, such appropriate designation as will effectuate the terms of this City Services Agreement.. No later than one hundred and eighty (180) days prior to the first Event, the City shall, consistent with applicable law, provide NBAE with details of, and enforcement powers related to, such resolutions, policies and/or ordinances; and

(d) providing the personnel and services set forth in Exhibit A throughout the Arena License Period in connection with the Events.

2. NBAE shall have the right to terminate this City Services Agreement upon notice to the City if the Arena License Agreement is terminated for any reason.

3.

(a) Except as otherwise agreed by the parties in writing in connection with the marketing of the Events using City-provided assets, the City shall not, by this City Services Agreement, obtain any right to use the names, trademarks, logos or other proprietary designations of NBAE, the NBA or its member teams (collectively the “**Marks**”), including, but not limited to, any Marks related to the Events, nor the City have the right to use, refer to, or incorporate in marketing or other materials the Marks in any manner without the prior written approval of NBAE (which approval may be granted or withheld in NBAE’s sole discretion) in each instance.

(b) The City shall grant NBAE the non-exclusive, royalty-free license to use, and to authorize its licensees to use, the City name and any City-controlled logos, images and depictions of the City landscape or skyline, including identifying buildings or other sites, as would be contained in photographs or other depictions of the City which may be incorporated into Event-related merchandise (e.g., t-shirts, hats) and advertising and promotional materials (e.g., banners, print and television advertisements, programming, large-scale building “wraps”) in all media throughout the world in perpetuity, and shall cause any other party with rights to any City-controlled logos, images and depictions of such building(s) which may be incorporated into merchandise and advertising and promotional materials, to grant NBAE the non-exclusive royalty-free license to include, and to authorize its licensees to include, any such logos, images and depictions in all media throughout the world in perpetuity, provided that nothing herein shall be deemed to grant a license to use any logos, images or depictions that are not controlled by the City, or to require the City to obtain a license to use such logos, images or depictions from a third party. The City acknowledges and agrees that such Event-related merchandise and materials may be distributed by NBAE and its licensees throughout the world in perpetuity. The City agrees to defend, hold harmless and indemnify NBAE, its affiliates and their respective licensees from and against, any and all third party claims, damages, costs (including reasonable attorneys’ fees) arising out of claims that the City, or any other such party, does not have the right to grant the license to City-controlled logos, images and depictions as provided herein.

4. The City shall identify in writing to NBAE the representatives from all of the venues, facilities, governmental entities and other community leaders whose services and/or other participation are required in connection with the Events (e.g., airport, public safety, hotel community, Arena, Coliseum and Convention Center officials) to participate in an operational host group (the “**Operational Host Group**”) to be established and managed by Charlotte Arena Operations, LLC (“**CAO**”), and make such Operational Host Group available to NBAE or its

designees for telephonic and in-person meetings as requested by NBAE in the NBA All-Star planning process beginning at least one year prior to the Arena License Period. The Operational Host Group shall maintain a close partnership with the local government to fulfill a variety of responsibilities, including the adoption of tax exemptions and anti-ambush marketing measures and the coordination of municipal agency participation and cooperation.

5.

(a) The City represents and warrants to NBAE that: (i) the City has the full power, authority and legal right to enter into and perform this City Services Agreement; (ii) this City Services Agreement, when signed by both parties, will be a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms; (iii) the performance by the City of its obligations under this City Services Agreement does not and will not violate or infringe any right of any person or entity; (iv) the City will perform its obligations under this City Services Agreement in a professional and diligent manner in accordance with all applicable laws, regulations and rules, and will avoid any conflicts of interest in the performance of its obligations; and (v) the City has not taken and will not take any action that interferes in any manner with NBAE's rights under this City Services Agreement or that is otherwise inconsistent with the terms of this City Services Agreement. The City further represents and warrants that, as of the date hereof, except for taxes imposed by the State of North Carolina, neither the City nor the Charlotte Regional Visitors Authority or any other entity currently imposes any tax or other levy or charge on the sale, distribution or use of tickets to any of the Events held within Mecklenburg County, N.C except for fees charged by third party ticketing agents.

(b) NBAE represents and warrants that it has the right and authority to enter into and fully perform this City Services Agreement.

6.

(a) The City will indemnify, defend and hold harmless the NBAE, NBA Properties, Inc., the NBA and its member teams, and each of their respective affiliates, officers, directors, owners, successors and assigns from and against any damages, claims, liabilities, and costs, including reasonable attorneys' fees, court costs and related disbursements, or losses of any kind or nature whatsoever (whether incurred by NBAE in actions involving third parties or in actions against the City to enforce its rights hereunder) to the extent it may in any way arise from (i) the acts or omissions of City, its respective employees or other persons retained by the City or (ii) any breach by the City of the terms (including, any representation, warranty or covenant) of this City Services Agreement. Nothing contained in this City Services Agreement shall constitute or be construed as a waiver of the City's governmental immunity or as establishing an exception to the public duty doctrine.

(b) NBAE will indemnify, defend and hold harmless the City and its officers, employees, representatives, council persons, consultants and agents from and against any damages, claims, liabilities, and costs, including reasonable attorneys' fees, court costs and related disbursements, or losses of any kind or nature whatsoever (whether incurred by the City in actions involving third parties or in actions against NBAE to enforce its rights hereunder) to the extent it may in any way arise from (i) the acts or omissions of NBAE, its respective employees or other persons retained by NBAE or (ii) any breach by NBAE of the terms (including, any representation, warranty or covenant) of this City Services Agreement.

(c) The parties' obligations under this Section 6 shall survive termination or expiration of this City Services Agreement.

7. Notwithstanding anything contained herein to the contrary, to the extent this City Services Agreement (including Exhibit A) requires the City to grant or obtain any consent, approval, inspection, license or permit or to perform any obligation that falls within the authority of or requires the permission of a third party, the City agrees to undertake reasonable efforts to cause such third party to comply, but the City shall not be liable for any failure or refusal on the part of a third party to grant such consent, approval, inspection, license or permit or to perform such obligation.

8. No Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF SUCH PARTY OR ANY OF ITS OFFICERS, CITY COUNCIL MEMBERS, BOARD OF GOVERNORS, EMPLOYEES OR AGENTS. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THIRD-PARTY CLAIMS.

9. If a major event such as a natural disaster, accident or visit from a politician or political candidate requires a significant unanticipated use of City resources, the City shall manage its resources accordingly and is excused from its obligations under this City Services Agreement to the extent necessary to do so.

10. The City will not assign this City Services Agreement and shall not delegate any of its obligations under this City Services Agreement without the prior written consent of NBAE (which consent may be granted or withheld in NBAE's sole discretion).

11. This City Services Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its choice-of-law principles, provided that to the extent permitted by law any matters concerning enforcement of NBAE's intellectual property rights shall be governed by the laws of the State of New York. Any claim arising under this City Services Agreement shall be prosecuted exclusively in a court of competent jurisdiction located within the City of Charlotte, North Carolina, and the parties consent to the jurisdiction of such court and to the service of process by mail.

12. This City Services Agreement constitutes the entire agreement and understanding between the parties and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter of this City Services Agreement. This City Services Agreement may not be amended or otherwise modified except by a writing signed by both parties that references this City Services Agreement.

13. This City Services Agreement may be executed by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this City Services Agreement by facsimile or other generally acceptable electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this City Services Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have entered into this City Services Agreement as of the date first set forth above.

NBA ENTERTAINMENT, a division of  
NBA Properties, Inc.

CITY OF CHARLOTTE

By:  8/5/15  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Kelly Flatow**  
**Senior Vice President**  
**Content Development**

By:   
Name: **RON CARLEE**  
Title: **CITY MANAGER**

EXHIBIT:  
EXHIBIT A                      CITY SERVICES AND PERSONNEL

  
**BMS**  
**Legal Dept.**

**CITY SERVICES AND PERSONNEL**

The City shall:

• **Traffic/Vehicle Staging/Parking**

1. Provide, at no cost to NBAE, curb space near the Designated Locations to stage buses, luxury sedans, and passenger vans, park production trailers and vehicles and uplink trucks and operate commercial generators, throughout NBAE's license period at the Convention Center;
2. Be responsible, at no cost to NBAE, for any sign posting, deployment and cones, barricades and other equipment, meter bagging and otherwise implementing the street or curb lane closures necessary to effectuate NBAE's Event production and transportation plans, subject to review and consent by the City, which consent will not be unreasonably withheld or delayed;
3. Provide, at no cost to NBAE, a minimum of six hundred (600) bike racks (or similar equipment) to be used as barricades for Event transportation services and/or line queuing and all necessary street closing and/or directional electronic signage;
4. On or prior to June 1, 2016, provide NBAE with contact information for local suppliers for any additional bike rack requirements; and
5. Provide a traffic liaison or officer to provide consultation on City and Arena traffic management planning, at no cost to NBAE.

• **Police Services**

1. Provide, at no cost to NBAE, the following police services:
  - A number of police officers and resources sufficient, as reasonably agreed to by NBA Security after pre-event walkthroughs and advance planning meetings with the City Police Department, to ensure public safety and effective crowd traffic management in all public areas in the City and in and around the Events and the Fan Events (collectively, the "**Event-Related Venues**") and venues for NBA Sanctioned Community Events (as defined below), provided that the City shall not be required to provide police officers and resources to ensure public safety and facilitate crowd traffic inside of the Event-Related Venues or inside the facilities where NBA Sanctioned Community Events are held (other than facilities owned by the City that are not managed by the CRVA). The City will conduct bomb sweeps at (i) the Arena, (ii) the Coliseum, (iii) the Convention Center and (iv) such other Event-Related Venues as the City reasonably determines necessary, in consultation with NBAE. As used herein, "**NBA Sanctioned Community Events**" means those All-Star-related community service projects and activities arranged by NBAE in the Greater Charlotte area during the 2016-17 NBA season concluding with NBA All-Star 2017.

- The City and other relevant municipalities, and their respective relevant agencies, must provide all on-duty and off-duty law enforcement officers, security officers, fire department personnel, medical response teams, canine-assisted explosive teams and all other public safeties in connection with all Event Related Venues and Event-related transportation as reasonably determined necessary by the City to protect public safety, including, without limitation, if requested by NBAE and if reasonably necessary to protect public safety, police escorts for the movements of up to 3 NBA player buses, the NBA Commissioner and the NBA Board of Governors, in accordance with a mutually approved public safety plan, at no cost to NBAE or its designees, provided that excluding the NBA Commissioner, the City will not be required to provide police escorts for more than ten (10) movements per day at no cost to NBAE, and provided further that the City shall not be required to provide, at no cost to NBAE, police officers and resources to ensure public safety and facilitate crowd traffic inside of the Hotels or inside the facilities where NBA Sanctioned Community Events are held (other than facilities owned by the City);
- City and other relevant municipalities, and their respective relevant agencies, in coordination with NBAE and its designees shall (i) develop a comprehensive public safety and traffic control plan for all Events and (ii) utilizing National Incident Management System (NIMS) protocols, develop a comprehensive, coordinated plan for emergency preparedness and incident response. These plans must include, without limitation, the following: command and control, communication, traffic and crowd control, threat assessment, incident response and emergency preparedness. Such plans shall be developed and implemented at no cost to NBAE or its designees and shall employ the highest industry standards and best practices taking into account similar events, including prior NBA All-Stars; and
- The Operational Host Group and all relevant public safety officials, at no cost to NBAE, shall attend an incident response “tabletop exercise” to be organized by NBAE within sixty (60) days prior the Arena License Period.

2. Provide, at no cost to NBAE, the following airport support: deliver to NBAE signed letters evidencing the commitment of senior management of the area airport(s) to cooperate with NBAE’s Events-related needs, including but not limited to, arrival and departure of private planes, charters and VIP guests.
3. If requested by NBAE, provide one management level public safety representative, who will work with NBAE during all or such portion of the Arena License Period requested by NBAE and serve as NBAE’s liaison point of contact for all sanctioned Event security matters.

- **Other Services**

1. Permit NBAE to use, at no cost to NBAE, landmarks and cityscapes controlled by the City and trademarks and other intellectual property controlled by the City in NBAE’s creative design for NBA All-Star related merchandise and collateral materials;

2. Secure, at no cost to NBAE, all necessary permits for NBAE to conduct the Events and the promotion thereof (except for building and construction permits), including for NBAE (i) subject to Section 1(a) of the City Services Agreement, to hang street-pole banner at prime locations around Event-related venues beginning no later than January 15, 2017, through conclusion of the Arena License Period and waive and cause all other relevant governmental entities to waive any charges in connection with the installation of such street-pole banners or other Event signage in the City, and (ii) to conduct its Event-related transportation plan, and waive and cause all other relevant governmental entities to waive any charges or other costs associated with securing City permits required in connection with NBAE's effectuating such plan;
3. Other than the advertising signage being provided to NBAE at no cost to NBAE as set forth herein, grant to NBAE a right of first refusal to purchase (or authorize sponsors and/or other third parties to purchase) any and all advertising signage at rates on the city/state transportation vehicles and locations (including buses, bus stops, trolleys, light rail service, subways, monorails, taxis and any other billboard or signage location controlled and/or permitted by the City or other governmental entity) during the three (3) month period prior to and including the 2017 NBA All Star Game, it being understood that such rates shall be consistent with the lowest rates charged for similarly sized advertising running for six (6) months or less within the twelve (12) month period immediately prior to the 2017 NBA All Star Game, provided that: (a) the City shall not be required to breach any contract with any other advertiser or third party that was entered into prior to the date of this City Services Agreement; and (b) NBAE's first refusal rights under this paragraph shall terminate three (3) months prior to the date of 2017 NBA All Star Game. NBAE will provide the City with a written list of official sponsors at least three (3) months prior to the date of the 2017 NBA All Star Game to ensure that the NBAE's rates are properly applied. The City will notify NBAE in writing of any advertising offers subject to the NBAE's right of first refusal. In order to exercise its right of first refusal with respect to an advertising offer, NBAE must meet both of the following requirements: (x) within five (5) business days after receipt of the City's notice, NBAE must notify the City that NBAE intends to exercise its option to purchase the advertising; and (y) within fifteen (15) business days after receipt of the City's notice, and following good faith negotiations between NBAE and the City or its third party agent, NBAE must be willing to sign a contract with the City or its third party agent to purchase the specified advertising. If NBAE fails does not meet these requirements, NBAE's right of first refusal shall expire with respect to such advertising opportunity. NBAE will comply with the Metropolitan Transit Commission's advertising policy and the City's zoning ordinance for transit advertising.
4. Shall:
  - o develop and implement a sustainability program designed to leave an environmentally sustainable footprint in the City, and which shall include the collection (in public and non-public areas) and appropriate recycling of all recyclable materials (including, but not limited to, cardboard boxes, paper, electronic equipment such as batteries and cabling, cans, bottles and appropriate building materials); and

- submit its sustainability program for NBAE review prior to August 1, 2016, and after the Events, provide NBAE with all data requested by NBAE on the City's recycling activities; and
5. Provide such additional support and assistance as NBAE may reasonably request in connection with the Events at no cost to NBAE if the City can do so without material cost. If NBAE requires additional support and assistance that will require a material expenditure by the City, NBAE will request such services in writing from the City and the parties will work in good faith to agree on terms under which such additional support and assistance will be provided.

**DEFINITIONS**

The following terms shall have the meanings ascribed below for purposes of the City Services Agreement.

**“Arena”** means the venue currently known as the Time Warner Cable Arena in Charlotte, NC.

**“Arena License Agreement”** means the agreement between NBAE and CAO with respect to NBAE’s use of the Arena in connection with NBA All-Star 2017.

**“Arena License Period”** means the period commencing at 6:00 AM on February 10, 2017 and concluding at 11.59 PM on February 20, 2017.

**“Events”** means the events and activities conducted by or on behalf of NBAE and official, NBA sanctioned events conducted by or behalf of NBAE sponsors or other designees in connection with NBA All-Star 2017.

**“Hotel”** means any hotel with which NBAE has entered into or will enter into a contract governing NBAE’s use of such hotel in connection with NBA All-Star 2017.

**“NBA Fan Events”** means certain Events taking place at the Convention Center.



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Agenda #: 15.File #: 15-3011 Type: Business Item

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## Joint Communications Center

### Action

- A. Approve contract amendment #1 for \$1,456,105 with Little Diversified Architectural Consulting Inc. for architectural and engineering services,**
  
- B. Approve a contract in the amount of \$53 million with Rodgers Leeper I (A Joint Venture between Rodgers Builders, Inc. and RJ Leeper Construction) for construction manager at risk services, and**
  
- C. Adopt a budget ordinance appropriating an additional \$8.3 million in Certificates of Participation Notes from unallocated debt capacity.**

### Committee Chair:

Council member Julie Eiselt, Community Safety

### Staff Resource(s):

Jon Hannan, Fire  
Kerr Putney, Police  
William Haas, Engineering & Property Management  
Kim Eagle, Management & Financial Services

### Explanation

- The Joint Communications Center will be constructed at 1222 Statesville Avenue and will provide space for the following:
  - Police and Fire 911 Communication Center,
  - Emergency Operation Center, and
  - CharMeck 311 Call Center.
- The facility is designed to handle day-to-day emergency operations and serve as a central hub for emergency management. It will contain 82,914 square feet on four floors and accommodate capacity for further expansion.
- At the April 6, 2016, Budget Workshop, the City Manager presented to the City Council the Fiscal Year 2017 Community Investment Plan requests.
  - As part of the presentation, the City Manager included a request for an additional \$12.6 million in funding for the Joint Communication Center.
  - At that time, the City Council asked the Community Safety Committee to review the project and discuss the need for the additional funding.
- At the April 13, 2016, Community Safety Committee meeting, staff presented an overview of the project and provided details on the \$12.6 million budget request.
  - Following the presentation, the Committee requested follow-up information on the purpose of the project and had further discussion on the need for additional funding (attachment dated June 16, 2016 includes the Committee's questions and staff responses).

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**Agenda #: 15.File #: 15-3011 Type: Business Item**

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- The Committee asked about options to reduce the original \$12.6 million request and not compromise the functionality of the facility.
- At the June 16, 2016 Committee meeting, staff shared the responses to previous questions and presented a revised budget request of \$8.3 million.
- The \$4.3 million reduction was derived by:
  - Removing the Real Time Crime Center from the project (maintaining its correct location at the Charlotte-Mecklenburg Police Department Headquarters),
  - Reducing the number of radio operator consoles in the building to the quantity needed on opening day. Additional radio operator consoles can be added in the future as the need arises.
  - Re-imagining the way the Emergency Operations Center functions, and
  - Reducing the amount of furniture purchased to the quantity needed on opening day.
- On June 16, 2016, the Committee voted unanimously (Eiselt, Austin, Fallon, Phipps, and Smith) to recommend to the full City Council to move forward with the project and approval of the additional funding.
- On July 25, 2016, staff gave a dinner presentation to the full City Council on the project and described the need for additional funding.
- On August 10, 2016, staff submitted additional information in a Council-Manager Memo.

**Action A**

- Contract amendment #1 for \$1,456,105 is necessary because of scope changes associated with the:
  - Addition of a public street,
  - Site and building hardening of the facility for safety and security,
  - Redundant technology design for data rooms, racks, cabling, switches, etc., and
  - Redesign due to changes in the electrical code.
- On January 13, 2014, the City Council approved a design contract for \$4.9 million with Little Diversified Consulting Inc.
- The total contract amount including this amendment will be \$6,356,105.

**Action B**

- On April 14, 2014, the City selected Rodgers Leeper I (Rodgers) to be the project's Construction Manager At Risk through the Council-approved selection process.
- As the construction manager at risk, Rodgers will be responsible for:
  - Monitoring the design process for adherence to the project budget,
  - Scheduling and managing all phases of construction and the performance of all of its subcontractors in the construction of the project,
  - Pre-qualifying first tier sub-contractors as required by state statute and the City of Charlotte Prequalification Guidelines,
  - Organizing the work into bid packages, conducting a public bidding process for each subcontracting opportunity, and awarding each package to the lowest, responsive, responsible bidder, and
  - Managing construction to completion under state of North Carolina Construction Manager At Risk statute.
- The contract will provide the funding for Rodgers to award the construction bid packages through an Initial Guaranteed Maximum Price.
- After the construction bid packages have been awarded, the City and Rodgers will convert this contract to a Guaranteed Maximum Price at which point Rodgers will bear the risk to complete the

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**Agenda #: 15.File #: 15-3011 Type: Business Item**

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project within the agreed upon schedule and budget as long as there are no owner requested changes.

- It is anticipated that Rodgers will complete the building in the third quarter 2019. At that point, the technology can be installed in the building and fully tested before the building becomes operational in early 2020.

Action C

- Currently \$46.2 million in unallocated debt capacity is placed in reserve and is available for programming. These funds are held in reserve for matching funds and unanticipated opportunities. The budget ordinance will appropriate \$8.3 million of the \$46.2 million in unallocated General debt capacity.

**Charlotte Business INClusion**

Action A

All additional work involved in this amendment will be performed by the existing subconsultants. (Part D: Section 6 of the Charlotte Business INClusion Policy).

Action B

The City has established an overall MSBE aggregate project goal of 18% including a 16% SBE goal and 13% MBE goal.

Because this is a Construction Manager at Risk project, the Construction Manager has the opportunity to add on Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) firms throughout the life of the project. Therefore, Engineering & Property Management will continue to work closely with Rodgers Leeper I throughout the life of this project to ensure that every effort is made by the contractor to maximize MSBE participation.

**Fiscal Note**

Funding: General Community Investment Plan

**Attachment**

Community Safety Committee Presentations: April 13, 2016, and June 16, 2016

Map

Information sheet of Questions and Staff Responses dated June 16, 2016

Budget Ordinance



## Joint Communication Center

April 13, 2016



### Definitions

- A Joint Communications Center is Police, Fire, and Emergency Medical Services communications in one place
- The Emergency Operations Center (EOC) provides a central location for all agencies, both public and private to manage an extraordinary event. This includes all actions from the emergency phase through recovery.



## Benefits

- Faster response to life critical emergencies, resulting in improved survival rates.
- Replaces current aging and undersized facilities.
- Establishes a permanent location for the Emergency Operations Center.



## Benefits

- Co-location of various critical communications operations to provide increased efficiencies and infrastructure cost savings.
- Combines City 911 communications and moves 311 Call Center operations from leased facility to a City-owned facility (operating budget savings).
- Also include Emergency Operations Center, CDOT Traffic Management cameras, and Police Real Time Crime Center.



## Site Selection

Facility should be close to the center city to improve the interaction with other agencies

Outside I-277

Access from multiple streets

Adequate parking

Site served by utilities from multiple streets



## Location





## Program

Function	Employees	Hours of Operation
911 Call Center(Fire)	40	24/7
911 Call Center(CMPD)	151	24/7
311 Call Center	113	12 Hours
CDOT Traffic Management Cameras	13	12 Hours
Real Time Crime Center	18	24/7
Emergency Ops Center	132	Activation only
<b>Total Employees</b>	<b>332</b>	

Building Square footage – 82,914  
 Parking/Peak – 221 Spaces  
 Parking/Provided – 242 Spaces



## RCA's Approved by City Council

Description	Amount	Approval
Land purchase(7.38ac)/1315 & 1419 N. Graham	\$3,850,000	November 2010
Planning Study/Little Architects	\$150,000	November 2010
Conceptual & Development Study/Little	\$252,040	October 2011
Demolition/1315 N. Graham St./D.H. Griffin	\$231,000	February 2012
Technology Services/NWN & Telware Corp.	\$191,000	March 2012
Land purchase(4.71ac)/1501 & 1517 N. Graham	\$2,210,000	December 2012
Architectural & Engineering Design/Little	\$4,900,000	January 2014
Commissioning Services/System WorCx PLLC	\$300,000	January 2014
Pre-Construction Services/Rodgers & Leeper	\$363,291	April 2014
911 Workstation Consoles Design & Manf./Evans	\$3,000,000	September 2014
Rezoning Petition/I-2 to MUDD-O	N/A	February 2015

## Site Design



## Building Safety

- Controlled Perimeter: (Est. \$0.7M)
  - Add crash rated bollards, planters, fencing, & gates.
- Façade Hardening: (Est. \$3.3M)
  - Strengthen the curtainwall system and laminated glass
  - Strengthen the curtainwall supports
- Structural Hardening: (Est. \$2.2M)
  - Increase the structural capacity of concrete floor slabs
  - Reinforce the first floor perimeter steel columns with concrete
- Protection of Critical Systems: (Est. \$1.4M)
  - Relocate emergency generators away from Statesville Avenue, cooling towers, and main electrical feed
  - Add a halon gas fire suppression system
  - Harden the interior walls surrounding critical equipment/systems rooms
- Provide 1 additional emergency generator that could power the entire building (Est. \$0.9M)



## Future Proofing

- Radio Equipment
  - Additional radio equipment, beyond what City currently uses, not included in building program or original budget
  - 100% Reimbursable thru 911 Balance Funds
- Real Time Crime Center
  - Video Cube Wall is essential for continual optimal operations
  - Project budget able to fund half the cost



## Redundancy within the Facility

- 100% redundant chiller and boiler systems
- 100% redundant cooling in critical spaces
- 100% redundancy in emergency power
- 100% UPS (battery) back-up in 911, Emergency Operations, and RTCC/CDOT Traffic Camera Monitoring
- 100% redundant electrical circuits in critical spaces



## Redundant Facilities

Located at Police and Fire Training Academy:

- Back-up for 911 Center
- Back-up for Emergency Operations Center



## Budget – Current vs Revised

Function	Budget per 2015 Estimate	Additional Funds Needed	Revised Budget	Future RCA's
<b>Construction</b>	\$43,500,000	<b>\$8,500,000</b>	<b>\$52,000,000</b>	<b>June-2016</b>
<b>Technology</b>	\$13,500,000	<b>\$3,500,000</b>	<b>\$17,000,000</b>	<b>Early 2017</b>
<b>Design Cost</b>	\$6,000,000		<b>\$6,565,000</b>	
• Planning	\$398,000		\$398,000	
• Contract	\$4,900,000		\$4,900,000	
• Urban Design	\$0		<b>\$702,000</b>	<b>June-2016</b>
• Hardening	\$0	<b>\$565,000</b>	<b>\$565,000</b>	<b>June-2016</b>
<b>Land</b>	\$5,960,000	\$0	\$5,960,000	
<b>Consultants</b>	\$1,600,000	\$0	\$1,600,000	
• Demo	\$231,000		\$231,000	
• Tech Service	\$191,000		\$191,000	
• Commission	\$300,000		\$300,000	
• CM-PreCon	\$363,291		\$363,291	
• Planning	\$54,709		\$54,709	
• Special Inspections	\$460,000		\$460,000	<b>June-2016</b>



### Budget – Current vs Revised

Function	Budget per 2015 Estimate	Additional Funds Needed	Revised Budget	Future RCA's
Staff/Permit	\$1,750,000	\$0	\$1,750,000	
911 Console	\$2,489,000	\$0	\$2,489,000	
Furniture	\$2,000,000	\$0	\$2,000,000	Early 2018
Art	\$460,000	\$0	\$460,000	
Contingency Remaining	\$741,000	\$0	\$741,000	
<b>TOTAL</b>	<b>\$78,000,000</b>	<b>\$12,565,000</b>	<b>\$90,565,000</b>	



### Existing Funding Approved

\$4,000,000	911 Funds FY11
\$6,000,000	COPs FY12
\$24,000,000	COPs FY14
<u>\$44,000,000</u>	<u>COPs FY15</u>
\$78,000,000	Total Current Funding



## Funding Gap Options

\$12,565,000 Funding Gap  
\$450,000 CDOT - traffic camera project savings  
\$200,000 Police - asset forfeiture fund  
\$11,915,000 Capital Required

### Potential Future Reimbursements:

\$600,000 Sale of 1 acre outparcel after FY19  
\$3,000,000 NC 911 Funds



## What has Changed

- MEDIC Choose not to participate.
- Technology has changed.
- The Building was moved from the center of the lot closer to Statesville Avenue. This was done to:
  - More efficiently develop the site through a phased approach with multiple buildings being built on the site.
  - Activate both Statesville Avenue and Graham Street by locating buildings closer to the streets.
  - Establish an appropriate urban pattern for future development in the area.

Questions?



## Joint Communication Center(JCC)

June 16, 2016



### Definitions

- A Joint Communications Center is Police, Fire, and Emergency Medical Services communications in one place.
- The Emergency Operations Center (EOC) provides a central location for all agencies, both public and private to manage an extraordinary event. This includes all actions from the emergency phase through recovery.



## Benefits

- Faster response to life critical emergencies, resulting in improved survival rates.
- Replaces current aging and undersized facilities.
- Establishes a permanent location for the Emergency Operations Center.



## Benefits

- Co-location of various critical communications operations provides increased efficiencies and infrastructure cost savings.
- Combines City 911 communications and moves 311 Call Center operations from leased facility to a City-owned facility (operating budget savings).



## Responses to Questions

- See attached handout for detailed responses.
- Focus on three major questions:
  1. Is this still the right thing to do? Medic?
  2. Does the JCC advance or support long term development vision of the corridor?
  3. What are our scope and budget options?



### 1. Is this still the right thing to do?

- Streamline the 911 call-taking process.
- Allow Fire 911 and Police 911 call takers to assist each other during periods of high call volume.
- Current Fire and Police 911 facilities near end-of-life due to increasing call volumes, staffing, electrical loads, and technology needs.
- Number of 911 calls have increased over 20% last year.
- Increasing call volumes have necessitated the need for increased staffing, but limited space to accommodate them.



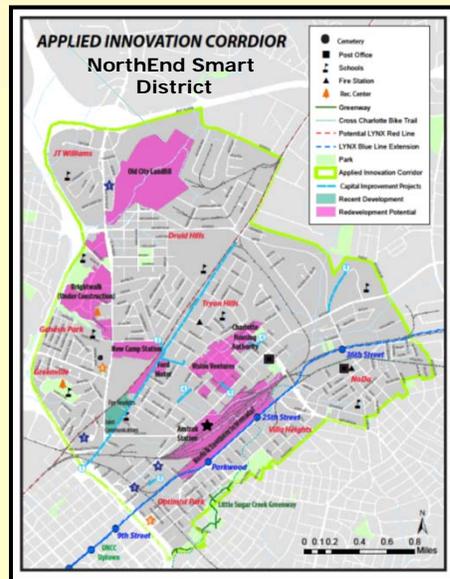
## 1. Is this still the right thing to do?

- Averts space crisis for existing 911.
- Adequate room for future growth.
- Provides functional Emergency Operations Center.
- Could accommodate county emergency functions.



## 2. Does the JCC advance or support long term development vision of the corridor?

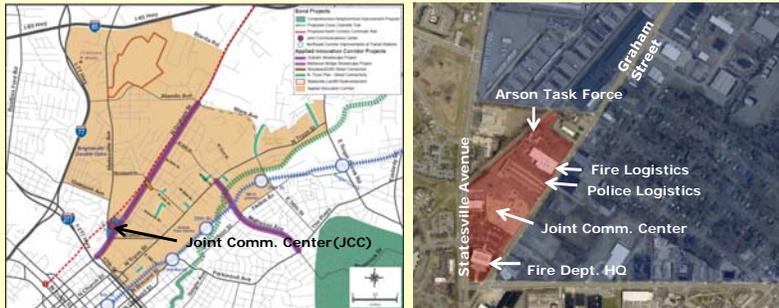
- The Statesville Avenue/Graham Street corridor is part of an ongoing public/private effort to create an innovation or smart district.
- This effort is designed to link the City's academic and research assets with public/private investments to create a series of districts focused on such things as:
  - energy, biosciences,
  - food /food hubs,
  - informatics, technology and
  - healthcare





## 2. Does the JCC advance or support long term development vision of the corridor?

- The proposed location is in an area where numerous public safety type uses currently exist.
- The longer term goal is to create an urban campus of public safety related and/or complimentary uses.
- The JCC is consistent with and further advances the proposed land use and development vision for both the North End Smart District and immediate area.



## 3. What are our scope and budget options?

### Option 1 - Recommended

- Maintain current location in the approved rezoning.
- Harden the exterior and critical interior spaces.
- Keep RTCC and CDOT Traffic Management Center in Police headquarters.
- Technology savings in the EOC.
- Provide redundant building systems.

#### Impacts:

- Requires design amendment and 4 more months of design.
- **Project needs \$8.3M in additional funding** for building hardening, construction escalation, design fees, and technology.
- Realize 311 lease savings in operating budget (\$480,000 annually).
- Keep future development opportunity on Graham Street.



### 3. What are our scope and budget options?

#### Option 2

- Shift building back to center of site.
- Include site hardening, but no building hardening necessary.
- Keep RTCC and CDOT Traffic Management Center in Police headquarters.
- Technology savings in the EOC.

#### Impacts:

- Rezoning required.
- Lengthy redesign period (construction delayed by 15 months).
- **Project needs \$5.7M additional funding** for site hardening, construction escalation, design fees, and technology.
- Significant cost to maintain existing 911 until JCC is occupied.
- Loss of future development opportunity on Graham Street.



### 3. What are our scope and budget options?

#### Option 3

- Maintain current location in the approved rezoning.
- Remove 311 from project scope.
- Harden the exterior and critical interior spaces.
- Keep RTCC and CDOT Traffic Management Center in Police headquarters.
- Technology savings in the EOC.

#### Impacts:

- No major schedule delay.
- 311 floor will remain as open space for future use.
- Would not realize 311 lease savings in operating budget (\$480,000 annually).
- **Project needs \$6.7M in additional funding** for building hardening, construction escalation, design fees, and technology.



### Funding Request – Original vs Current

Function	Budget per 2015 Estimate	April 2016 Funding Request	June 2016 Option 1	Revised Budget
<b>Construction</b> • Building Hardening • New Elec. Code • EOC scope adjustment	\$43,500,000	<b>\$8,500,000</b> \$8,500,000	<b>\$9,450,000</b> \$9,350,000 \$200,000 (\$100,000)	<b>\$52,950,000</b>
<b>Technology</b> • Radio Consoles • RTCC Technology • EOC scope adjustment	\$13,500,000	<b>\$3,500,000</b> \$3,000,000 \$500,000	<b>(\$1,400,000)</b> \$1,500,000 (\$1,900,000) (\$1,000,000)	<b>\$12,100,000</b>
<b>Design Cost</b> • Planning • Contract • Urban Design • Hardening • EOC scope adjustment	\$6,000,000 \$398,000 \$4,900,000 \$702,000	<b>\$565,000</b>   \$565,000	<b>\$600,000</b>   \$565,000 \$35,000?	<b>\$6,600,000</b> \$398,000 \$4,900,000 \$702,000 \$565,000 \$35,000?



### Funding Request – Original vs Current

Function	Budget per 2015 Estimate	April 2016 Funding Request	June 2016 Option 1	Revised Budget
<b>Land</b>	\$5,960,000	\$0	\$0	\$5,960,000
<b>Consultants</b> • Demo • Tech Service • Commission • CM-PreCon • Planning • Special Inspections	\$1,600,000 \$231,000 \$191,000 \$300,000 \$363,291 \$54,709 \$460,000	\$0	\$0	\$1,600,000 \$231,000 \$191,000 \$300,000 \$363,291 \$54,709 \$460,000
<b>Staff/Permit</b>	\$1,750,000	\$0	\$0	\$1,750,000
<b>911/EOC/RTCC Consoles</b>	\$2,489,000	\$0	<b>\$(250,000)</b>	<b>\$2,239,000</b>
<b>Furniture</b>	\$2,000,000	\$0	<b>\$(100,000)</b>	<b>\$1,900,000</b>



## Funding Request – Original vs Current

Function	Budget per 2015 Estimate	April 2016 Funding Request	June 2016 Option 1	Revised Budget
Art	\$460,000	\$0	\$0	\$460,000
Contingency Remaining	\$741,000	\$0	\$0	\$741,000
<b>TOTAL</b>	<b>\$78,000,000</b>	<b>\$12,565,000</b>	<b>\$8,300,000</b>	<b>\$86,300,000</b>



## Requested Action

Endorse staff recommendation for Option #1

- Maintain current location in the approved rezoning.
- Harden the exterior and critical interior spaces.
- Keep RTCC and CDOT Traffic Management Center in Police headquarters.
- Technology savings in the EOC.
- Provide redundant building systems.



## Next Steps

- Present to full Council for discussion and action
  
- Need Council approval for:
  - Design amendment with Little Architects (Approx. \$1.3M).
  
  - Initial Guaranteed Maximum Price with Rodgers/Leeper (Approx. \$53M).
  
  - Special Inspections contract with AMEC (Approx. \$460,000).





CHARLOTTE

**CITY MANAGER'S OFFICE  
M E M O R A N D U M**

June 16, 2016

**TO:** Community Safety Committee Members

**FROM:**

**SUBJECT:** Joint Communications Center – Questions and Responses

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On April 6, 2016, the City Manager presented his FY17 CIP budget request to the City Council. As part of the presentation, the City Manager identified a request for an additional \$12.6M in funding for the proposed Joint Communication Center (JCC). This request for additional funding prompted several questions from the City Council. The City Council asked the Community Safety Committee to review the project at their next meeting. During the April 13<sup>th</sup> Community Safety Committee meeting, staff presented an overview of the project and provided details on the \$12.6M budget request. The presentation made to the Community Safety Committee is attached.

Community Safety Committee Questions and Answers:

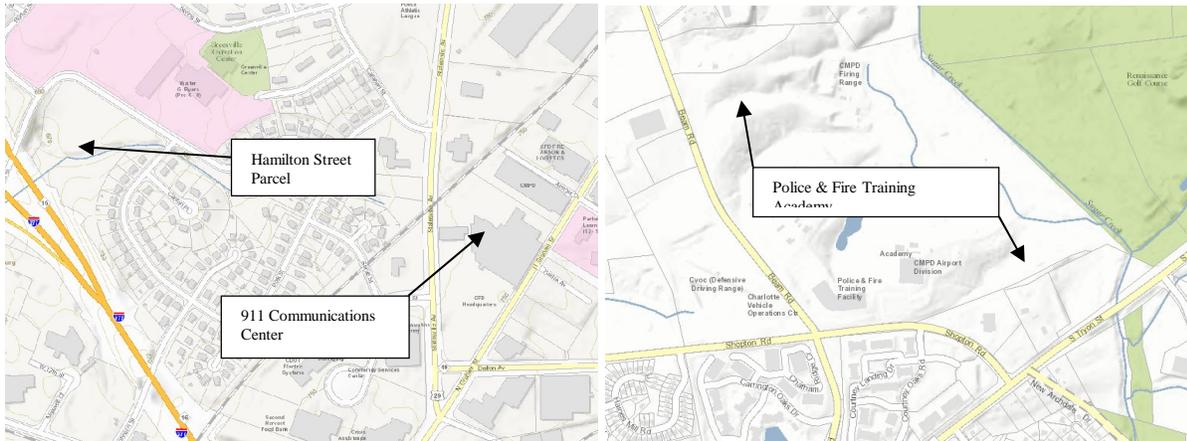
Following the presentation, the City Council members posed several additional questions about the JCC, its location and operations. The questions have been grouped by subject. Below, please find detailed responses to these questions.

**Site Selection/How JCC will support development in the Applied Innovation Corridor**

**1. Were other sites considered?**

Yes, a number of sites were considered but many were rejected. Staff considered placing the JCC at the Police and Fire Training Academy but it was rejected for being within the 25 mile ring of the Catawba Nuclear Station. There was some discussion about the Eastland Mal site but it was thought that the JCC was not a good project to lead redevelopment of that site. A parcel on Hamilton Street parcel across from Walter G. Byers Elementary School was also considered. This site was eliminated due to significant negative impacts on the community.

The current site was chosen due to its proximity to other public safety uses, ability over time to add to a public safety campus, project could serve as catalyst for redevelopment, and the land was vacant and available. Map shows some optional sites that were considered.

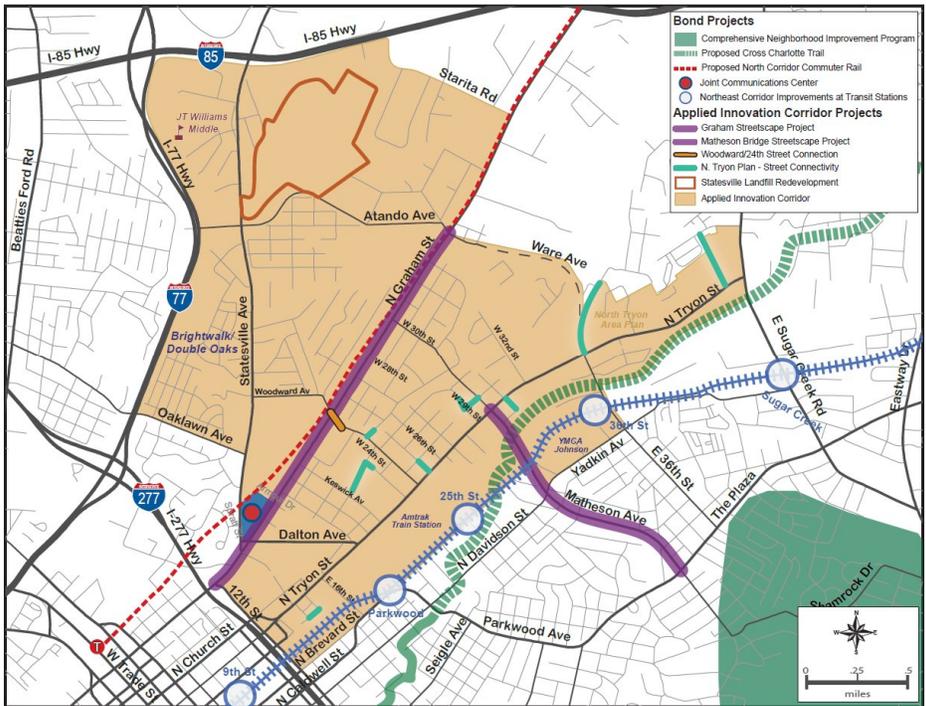


**2. How does this facility position the corridor? Strategy for facility in broader corridor?**

The Statesville Avenue/Graham Street corridor is part of an ongoing public private effort to create an innovation/smart district. This effort is designed to link the City’s academic and research assets with public private investments to create a series of districts focused on such things as energy, biosciences, food /food hubs, informatics, technology and healthcare. The proposed location of the JCC is located in an area where numerous public safety type uses currently exist i.e. Fire Headquarters, Fire and Police Logistics, and the Arson Task Force. The longer term goal is to create an urban campus of public safety related and/or complimentary uses. The JCC at this location supports the long term vision of the site and the overall area.

**3. Broader conceptual map of corridor? What is it now? What do we want it to be?**

This project is consistent with and further advances the proposed land use and development vision for the area. It reinforces additional investments in the corridor related to innovation and technology, frees up space for future public or private development and along with the other public safety uses, creates a strong front door presence of civic resources and investments.



**JCC Concept with or without MEDIC participation**

**1. Who owns MEDIC decision not be a part of the JCC and build their own facility?**  
 MEDIC staff participated in initial discussions about the JCC in 2009-2010. However, MEDIC had several concerns and elected not be included the Joint Communications Center:

- The loss of decision-making ability by being a county-owned function in a City facility. (MEDIC’s 911 calls for service account for approximately 8% of the total number of 911 calls that come into Charlotte’s 911 call center.)
- Medical information being shared among the three agencies, thereby jeopardizing HIPAA protections.
- CMPD and CFD 911 call takers not being Emergency Medical Dispatch (EMD) protocol certified, therefore citizens would not receive the medical triaging and instructions necessary to preserve life.

**2. Details on new MEDIC facility, cost, scope and operating costs.**

Mecklenburg County purchased three former warehouse facilities and their associated parcels on Wilkinson Blvd. for the relocation of the MEDIC Headquarters. MEDIC is renovating approximately 180,000 square feet to incorporate its administrative offices, operations facility, and the Mecklenburg County EMS agency. The original budget for the project is \$48M. Construction started April 2016 and they are expected to occupy the

facility in 2017. The projected operating cost for MEDIC 911 Dispatch at new location on Wilkinson Blvd. is \$200K per year.

**3. How much is compromised/inefficiency without MEDIC in the JCC?**

Currently, all 911 calls for police, fire, or MEDIC come into the CMPD call center. If the caller requests Fire or MEDIC, then CMPD has to transfer the call to the appropriate agency's call center and the CFD or MEDIC 911 call taker then gathers more specific information regarding the call. If we are co-located, we could cross-train all CMPD, CFD and MEDIC call takers currently in separate facilities to answer any 911 phone call and gather all the necessary information from the time the call was answered. The few seconds this would save could make all the difference in getting citizens the critical help necessary in an emergency.

MEDIC not being in the facility does not result in any lost efficiencies over what we currently have. However, by co-locating both CMPD and CFD in the same call center, we do gain the time-saving efficiency in dispatching fire calls and streamlining the information-sharing function between the two agencies. Additionally, we would be able to share staff in periods of high demand.

**4. What would be the impact of a letter from the Mayor to the County and MEDIC about the inefficiency of MEDIC's non-participation?**

The County has already invested a great deal in design, technology, and construction costs and therefore unlikely to entertain any further discussions about co-locating in the JCC.

**Operational Efficiencies/Deficiencies of current 911 and 311 space/and Emergency Operations Center needs**

**1. The existing 911 facilities are aging and undersized.**

- Fire 911 is located in Fire Station #1 which was completed in 1991.
- Police 911 is located in CMPD Headquarters which was completed in 1997.
- CMPD and CFD are both currently in communications centers that are end-of-life. The number of 911 calls for service has increased beyond the capacity these facilities were designed to handle. There have been and will be significant increases to staffing levels and no more space to accommodate them.
- Currently, the City has a backup communications center located at the Police and Fire Training Academy for police, fire, and MEDIC to utilize in the event that one of the agency's operations fails. While this facility will remain as the backup center for the JCC too, it is not sufficient to house all three agencies at the same time for more than a few days.

**2. Specifics on critical/survival rates?**

The new JCC will serve as the Primary Public Safety Answering Point (PSAP) for Charlotte and Mecklenburg County for all 911 calls for service. It will be the foundation for the County's entire emergency management system. The ability to answer a 911 call 24 hours a day, 365 days a year is critical for public safety. Therefore, it is imperative that precautions are put in place to protect the technology and infrastructure to ensure the continuity of operations, especially during a natural, man-made, or cyber disaster.

**3. Will the proposed facility meet or exceed operational needs?**

The facility will meet needs with growth projections to year 2030.

**4. What is the life span of the proposed JCC?**

Life span projections are for 50 to 100 years.

**5. What is the 5 year projected building maintenance/operating costs?**

Approximately \$750,000/year or \$3.75M over 5 years

**6. Size of existing 311 Call Center space?**

The 311 Call Center currently occupies 25,000 square feet of leased space at 10101 Claude Freeman Drive, located off of Mallard Creek Church Road. The current lease is approximately \$480,000 per year and escalates at 2% per year.

**7. What efficiencies would we gain by having the non-emergency 311 Call Center relocate to the JCC?**

The 311 Call Center does not provide any efficiency to the 911 operations. However, it does enable 311 to locate in a City-owned facility saving the City leasing costs.

**8. With reduced weekday hours and no weekend 311 call services, could space at the JCC be better utilized for more critical emergency and response functions?**

Eliminating the 311 Center from the JCC would free up some space in the facility for growth, however the technology, redundancy, and structure hardening would still be needed. The 311 Call Center leasing savings (\$480K/year) would dramatically offset the JCC annual building maintenance/operating cost if they move into the new facility. Finally, the space reserved for 311 will provide growth capacity future service delivery.

**Threat Assessment/Redundancy**

**1. Why Structural Hardening is necessary?**

NC 911 Board recommends 82' setback from all roadways. If there isn't 82' setback, then the NC 911 Board recommends a blast resistant design. It also recommends bullet resistant glass in the building. Since the building is housing critical public safety infrastructure (911 system), then we want to ensure we can continue operations and protect employees for at

least 30-45 minutes to evacuate and get backup center operational. That requires a “progressive collapse” structure to withstand the magnitude of an event.

Several national and state guidelines regulate the building and security of 911 telecommunications centers including:

- *The National Fire Protection Association (NFPA) Standard 76*  
<http://hamyarenergy.com/static/fckimages/files/NFPA/Hamyar%20Energy%20NFPA%2076%20-%202005.pdf>
- *Federal Building Guidelines*  
[http://www.gsa.gov/portal/mediaId/189799/fileName/GSA\\_Progressive\\_Collapse\\_Guidelines\\_Final.action](http://www.gsa.gov/portal/mediaId/189799/fileName/GSA_Progressive_Collapse_Guidelines_Final.action)
- *NC 911 Board Rules*  
<http://reports.oah.state.nc.us/ncac/title%2009%20%20governor%20and%20lt.%20governor/chapter%2006%20%20office%20of%20information%20and%20technology%20services/subchapter%20c/subchapter%20c%20rules.pdf>

City goals and ordinances led to the necessity for structural hardening:

- Desire for the JCC to help serve as a development catalyst for the North End Smart District
- Decision to create an urban-friendly design to set the standard for the North End Smart District led to a rezoning of the property to MUDD and shifting the building from the center of the property to the Statesville Avenue side of the property.
- Once the JCC was moved to the Statesville frontage, the JCC was less than the 82 foot buffer recommended by NFPA.
- City’s Subdivision Ordinance requires that a public roadway be included in the development of the site. Once the roadway was included in the project, the south façade of the JCC was less than the 82 foot buffer recommended by NFPA.

Because the JCC was close to the roadway on two sides (Statesville Ave and the new public street), significant structural hardening was included in the design to meet the NPFA recommendations.

The structural hardening elements include: an enhanced curtainwall system, enhanced building structure, solid interior walls surrounding the computer server room, fencing, and bollards.

**2. The Standard for locating facility on site/other facilities complying with standards/other options in lieu of 82' minimum standard setback**

The NFPA 1221 Standard guidelines for Critical Facilities:

- *No. 4.6.6 - Means shall be provided to prevent unauthorized vehicles from approaching the building housing the communications center to a distance of no less than 82 feet. Or,*
- *No. 4.6.7 – As an alternate to 4.6.6, unauthorized vehicles shall be permitted to approach closer than 82 feet if the building has been designed to be blast resistant.*

The 82 feet provides some protection from an explosion. If the JCC is less than 82 feet, the structure should be designed to protect the occupants and the equipment for 30-45 minutes. This allows the occupants to escape safely and give time to activate the back-up 911 call center before the building collapses.

The NFPA 1221 Standard guidelines are required when federal funds are acquired for construction. These are examples of projects that were designed to meet NFPA 1221:

- Unified Communications Center/Washington DC- designed 100' security setbacks and for Blast/bullet-resistant glass/walls
- McConnell Public Safety & Transportation Operations Center/Fairfax County, Va.–
- Critical Public Safety Facility, Raleigh, NC- 82' security setback; secure perimeter for site and staff parking; 1 redundant generator
- Public Safety Complex/Tallahassee, FL- 82' security setback/complies with Dept. of Defense Anti-terrorism standards.

**3. What are the other areas of Police and Fire 911 that did or did not meet standards per federal guidelines?**

- |  |            |
|--|------------|
| • <i>Locate building to prevent unauthorized vehicles at no less than 82'</i>          | <i>No</i>  |
| • <i>Or design building to be blast resistant</i>                                      | <i>Yes</i> |
| • <i>At least two power sources, one primary, and one emergency</i>                    | <i>Yes</i> |
| • <i>In addition to two power sources, provide means to connect portable generator</i> | <i>Yes</i> |
| • <i>Generator(s) sized to supply power for operation of all functions</i>             | <i>Yes</i> |
| • <i>Generator(s) in secure enclosure concealed from public</i>                        | <i>Yes</i> |
| • <i>Uninterruptible Power Supply(UPS) provided for essential equipment</i>            | <i>Yes</i> |

**4. How do 911 communications operate with redundancy?**

*Redundancy, the ability to always answer a 911 call for service in the event of a system failure, is also required by the NC 911 Board. That requires that all possible threats to the facility are taken into account and mitigated. This includes ensuring that there are*

*multiple, diverse telephone and fiber network paths into the facility. Due to the fact that there is only one single power path into the facility because of its location, we have to ensure that power failures are mitigated through the use of two full-size generators, stored emergency power supply systems (SEPPSS), and uninterruptible power supply (UPS) and battery systems.*

## **Changes**

### **1 What is different from when the rezoning was done?**

*Once the City Council approved the rezoning, the planning team went back to the architect to determine what the additional costs would be to meet the structural hardening guidelines. The architect had to consult with a blast consultant in order to help identify the associated costs. As soon as the planning team was presented with the additional costs, those were shared with the City Manager's Office.*

### **2. Cost of the three points in what has changed?**

- *No reduction in call transfer time between police and MEDIC*
- *Sharing of technology would reduce raising and duplication of technology cost*
- *Moved building from center of site and rezoned site to comply with Applied Innovation Corridor. Added 7 months of additional design time and approximately \$2M as a result of new curtainwall design, construction escalation, and additional design fees.*

### **3. Does a priority list of requests for additional fund or the trade off?**

*The planning team value engineered this facility to the point that we could effectively meet the NFPA, federal, and NC 911 Board guidelines in the most cost effective manner. Eliminating any element of the hardening would jeopardize the ability of the center to continue operations in a critical incident and keep our employees safe to be able to get the backup center operational. At the June 16 Community Safety Meeting, staff will provide options for reducing the costs of the building in order to move forward with the project.*

Please let me know if you have any questions or need any additional information.

Thank you.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$8,300,000 FOR DESIGN AND CONSTRUCTION OF THE JOINT COMMUNICATIONS CENTER

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BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$8,300,000 hereby estimated to be available from Certificates of Participation (Funding Source 3200)

Section 2. That the sum of \$8,300,000 is hereby appropriated in the General Capital Investment Fund (4001) into the following projects:

Joint Communications Center - 8010150022  
GL: 4001-80-30-8010-801015-000000-000-530500

Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

Section 4. All ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



Agenda Date: 8/22/2016

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Agenda #: 16.File #: 15-3600 Type: Business Item

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## Airport Concourse A Expansion - Construction Manager At Risk

### Action:

- A. Approve a contract in an amount up to \$120,579,586 with Turner-Rodgers, A Joint Venture, for Construction Management At Risk services for the Concourse A Expansion Phase I,**
- B. Approve a contract in the amount of \$620,000 with Amec Foster Wheeler Environment & Infrastructure, Inc. for construction materials testing and special inspections, and**
- C. Adopt a budget ordinance appropriating a total of \$121,199,586 to the Aviation Community Investment Plan Fund:**
  - **\$60,171,076 from the 2016 Bond Anticipation Notes proceeds, and**
  - **\$61,028,510 from the Aviation Discretionary Fund.**

### Staff Resource(s):

Jack Christine, Aviation

### Explanation

- Airlines currently operating at the Airport have requested additional passenger gates. In April 2015, the Airport relocated the rental car companies from its current facilities to a new facility on Wilkinson Boulevard and the new Hourly Parking Deck. The relocation of these facilities made room for a future concourse expansion.
- On September 28, 2015, the City Council approved a contract with Perkins+Will North Carolina, Inc. in the amount of \$7,835,982 for design services for the Concourse A Expansion Phase I.
- Concourse A Expansion Phase I will expand the terminal facility by 211,000 square feet and include nine additional gates, a walkway connector to the existing Concourse A, concession space, and office space.

### Action A

- As the Construction Manager At Risk, Turner-Rodgers is responsible for:
  - Monitoring the design process for adherence to the project budget,
  - Scheduling and managing all phases of construction and the performance of all of its subcontractors in the construction of the project,
  - Pre-qualifying first tier sub-contractors as required by state statute and City of Charlotte Prequalification Guidelines,
  - Organizing the work into bid packages, conducting a public bidding process for each

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**Agenda #: 16.File #: 15-3600 Type: Business Item**

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subcontracting opportunity, and awarding each package to the lowest, responsive, responsible bidder,

- Managing construction to completion under State of North Carolina Construction Manager at Risk statute.
- On November 6, 2015, the Aviation Department issued a Request for Qualifications for general contracting firms to submit qualifications for Construction Manager At Risk for the Concourse A Expansion Phase I; four firms responded with qualifications.
  - A selection committee comprised of staff from Aviation, Engineering & Property Management, and an external Aviation professional selected the Joint Venture of Turner Construction and Rodgers Builders based on their related project experience of similar airport construction and their outreach program for subcontracting opportunities.
- On May 9, 2016, the City Council approved a Preconstruction Agreement with Turner-Rodgers, A Joint Venture, in the amount of \$695,000.

#### Action B

- In accordance with North Carolina Building Code, special inspections are required for this project.
- Amec Foster Wheeler Environment & Infrastructure, Inc. will provide special inspections to ensure the building meets code requirements.
- On February 3, 2016, the Aviation Department issued a Request for Qualifications for Special Inspections for the Concourse A North Expansion project; 10 firms responded with qualifications.
  - A selection committee comprised of staff from Aviation selected Amec Foster Wheeler Environment & Infrastructure, Inc. based on their qualifications, experience, technical expertise, and ability to staff a project of this size.

### **Charlotte Business INclusion**

#### Action A

The City has established an overall project goal of 10% MBE and 6% SBE (\$12,057,958.60 MBE and \$7,234,775.16 SBE).

Because this is a Construction Manager At Risk project, the Construction Manager has the opportunity to add on Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) firms throughout the life of the project. Therefore, Aviation will not have a final calculation of MSBE achievement until the end of the project. However, Aviation will continue to work closely with Turner-Rodgers throughout the life of this project to ensure that every effort is made by the contractor to maximize MSBE participation.

#### Action B

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy). AMEC Foster Wheeler has committed 9.35% (\$58,000) of the total contract amount to the following certified firm:

- Capstone Civil Group, PA (SBE, MBE) (\$58,000) (supplemental materials testing)

### **Fiscal Note**

Funding: Aviation Community Investment Plan

Initial project funding is 2016 Bond Anticipation Notes. Aviation anticipates the ultimate funding sources will be a combination of Passenger Facility Charges funds and General Airport Revenue Bonds.

### **Attachment**

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**Agenda #:** 16.**File #:** 15-3600 **Type:** Business Item

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Turner-Rodgers Charlotte Business INClusion Participation Plan  
Budget Ordinance

## Charlotte Business Inclusion (CBI) Participation Plan CDIA Concourse A Expansion Project – Phase I (Construction)

TurnerRodgers is committed to being a good corporate citizen in each community we are privileged to build. This includes a commitment to use all of our resources to promote economic growth and development by providing equal opportunities to minority and small businesses. The employment and utilization of minority and small businesses are concepts that greatly benefit the entire community. We will make every effort to create an environment that genuinely encourages participation by everyone who wishes to participate on this project and building our communities. The following plan will explain how Turner Rodgers intends to meet specific goals for your project.

### Project Description

Charlotte Douglas International Airport Concourse A Expansion Phase I consists of approximately 232,000 sf inclusive of a connector branching off of the existing Concourse A. The 3 story structure is a hybrid system consisting of a structural, concrete podium with a structural steel Mezzanine and Roof.

### CBI Goals

The established CBI goals for this project are 10% Minority Business and 6% Small Business. The project will follow the CBI guidelines in accordance with the City of Charlotte's Business Inclusion program. James Clayton, Community Affairs Manager, will serve as the focal point of our CBI Participation program and ensure the following:

- The program is clearly defined and represents the goals of CDIA, The City of Charlotte and TurnerRodgers
- The appropriate staff and required resources are dedicated to the program.
- The overall program is properly implemented.
- The appropriate stakeholder parties are informed and updated monthly of the program's status.

While ensuring that the program goals are being met, it is also James Clayton's responsibility to implement the program, including:

- Recruiting minority and small business firms to participate (via outreach events and workshops).
- Evaluating qualifications and appropriate certifications of proposed minority and small business participants.
- Evaluating "Target Work Contract" proposals to ensure that proper response to the MSBE requirements have been met.
- Assisting in education and providing training to minority and small business firms where

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appropriate.

- Assisting all interested firms with understanding CBI Program Guidelines, Prequalification Process, and Bid Process.
- Coordinating and reporting to appropriate individuals concerning required actions during bidding phase.

### **CBI Program Initiatives and Methods**

TurnerRodgers will undertake inclusion initiatives that we feel have been successful in the past that facilitate the participation of minority and small businesses, including, but not limited to:

- Packaging "target work scopes" that take advantage of the strengths of the minority and small owned businesses in the contracting community.
- Identifying scopes of work that could be identified as informal and bid directly to minority and small business firms.
- Waiving certain insurance limit requirements where excessive limits hinder open competition.
- Encouraging and initiate minority/small firms and majority firms to form joint ventures relationships for large target contracts.
- Providing methods for joint check purchasing to alleviate cash flow problems.
- Coordinating with Owners for utilization of their direct purchase procedures of materials to relieve financial burden on small and minority owned subcontractors
- Consideration of labor only contracts to reduce financial burdens.

### **Outreach and Community Engagement**

TurnerRodgers is committed to engaging the minority, small and local contracting community to ensure the overall success of this project, and that the contracting community has an equitable opportunity to participate on this project. We will work with community partners who advocate and support diverse business inclusion. We will also work with community partners to communicate the expectations and requirements for diverse business inclusion on this project.

Resources include, but not limited to:

- CDIA Business Diversity Programs Manager
- City of Charlotte CBI Program Director
- Metrolina Minority Contractors Association
- Hispanic Contractors Association of the Carolinas
- United Minority Contractors of North Carolina
- Carolinas Virginia Minority Supplier Development Council

TurnerRodgers will publicize opportunities through the use of broadcast e-mail, direct mail, and general advertising and/or public relations initiatives.

Resources include, but are not limited to:

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- Charlotte Observer (Publication)
- Charlotte Post (Publication)
- Greater Diversity (Publication)
- Que Pasa (Publication)
- Metrolina Minority Contractors Association (Email Distribution)
- Hispanic Contractors Association of the Carolinas (Email Distribution)
- United Minority Contractors of North Carolina (Email Distribution)
- Carolinas Virginia Minority Supplier Development Council (Email Distribution)

### Identification and Recruitment

TurnerRodgers will compile a master list of MSBE subcontractors and suppliers that are qualified and interested in performing work on this project in accordance with the City of Charlotte's CBI program. This list will be maintained by TurnerRodgers and we will update with additional certified firms and information as required.

Resources include:

- City of Charlotte's CBI Program Vendor Directory
- North Carolina's Office for Historically Underutilized Business Program Directory

### Monitoring and Reporting - Target Contracts During Construction

TurnerRodgers will prepare a preliminary summary of construction "target contract" disciplines, indicating the percentage of participation expected for each scope of work. This summary will be expanded in detail and updated to reflect actual MSBE participation during construction phase of work.

A monthly diverse spend report will be issued by TurnerRodgers during the construction phase and include the following:

- Current status of projected versus committed participation.
- Current status of the MSBE work performed to date.
- Identification and contact information of all 1<sup>st</sup> Tier Trade Contractors and 2<sup>nd</sup> Tier Subcontractors and Suppliers
- Program summary which includes any trends that may require action to meet the committed goals.

The above program has been developed to ensure that minority and small business participation goals are clearly established and maintained throughout the Charlotte Douglas International Airport Concourse A Expansion project.

The information in this document is proprietary and confidential to TurnerRodgers. No part of this document may be used, copied or modified without written permission from a corporate officer of TurnerRodgers.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$60,171,076 FROM 2016 BOND ANTICIPATION NOTES AND \$61,028,510 FROM THE AVIATION DISCRETIONARY FUND FOR THE AIRPORT CONCOURSE A EXPANSION - CONSTRUCTION MANAGER AT RISK PROJECT

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$60,171,076 is available from the 2016 Bond Anticipation Notes proceeds and \$61,028,510 is available from the Aviation Discretionary Fund for the Concourse A Expansion-Construction Manager at Risk project
  
- Section 2. That the sum of \$121,199,586 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund 6064  
Project 4020901536  
Source 6000  
Type 60006001  
Year 0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date: 8/22/2016**

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**Agenda #: 17.File #: 15-3863 Type: Business Item**

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## **City Attorney's Compensation**

**Action:**

**Consider a 2016 Compensation Adjustment for the City Attorney**

**Staff Resource(s):**

Cheryl Brown, Human Resources

**Explanation**

- On August 22, 2016, the Mayor and City Council met to conduct the City Attorney's performance evaluation and discuss a potential compensation adjustment.
- The Human Resources Director has assisted the Mayor and the City Council on the details associated with the City Attorney's compensation.



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date: 8/22/2016**

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**Agenda #:** 18. **File #:** 15-3876 **Type:** Business Item

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## **Mayor and City Council Topics**

The City Council members may share information and raise topics for discussion.



**Agenda Date:** 8/22/2016

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**Agenda #:** 19.**File #:** 15-3736 **Type:** Consent Item

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**Governor’s Highway Safety Program Grant Application for Driving While Impaired Task Force**

**Action:**

- A. Adopt a resolution authorizing the Charlotte-Mecklenburg Police Department to apply for fourth year funding in the amount of \$359,847 from the Governor’s Highway Safety Program for a Driving While Impaired Task Force, and**
- B. Adopt a budget ordinance appropriating \$359,847 in grant funds and \$359,847 in City matching funds contingent upon if Charlotte is the successful grant recipient.**

**Staff Resource(s):**

Gerald Smith, Police  
David Sloan, Police

**Explanation**

- On October 28, 2013, the City Council authorized a grant acceptance from the Governor’s Highway Safety Program to fund a Driving While Impaired (DWI) Task Force to focus on mitigating DWI and informing the dangers associated with DWI.
- The grant funds the salaries and benefits for six officers and one sergeant assigned to the DWI Task Force
- The grant period is four years. The Governor’s Highway Safety Program requires a new application annually.
- The Fiscal Year 2017 grant is for \$359,847 and requires a City match of \$359,847, which will be funded from Police’s operating budget.
- The grant funded the DWI Task Force at 100% in Fiscal Year 2014, 85% in Fiscal Year 2015, 70% in Fiscal Year 2016, and will fund 50% in Fiscal Year 2017.
- In Fiscal Year 2018, the City will assume the full cost of the task force, estimated at \$507,127 plus future salary adjustments.
- The grant offsets costs associated with salaries and benefits of the positions. Over the grant period of four years, the City anticipates a net savings of \$385,186.
- In the third year of operation, the DWI Task Force charged 601 drivers with DWI, issued 2,149 traffic citations, and charged over 34 individuals with drug-related offenses.
- The Task Force also has participated in 10 seatbelt enforcement operations, 31 media events, and four community safety events.

**Fiscal Note**

Funding: Governor’s Highway Safety Program Grant and Police Operating Budget

**Attachment**

Governor’s Highway Safety Program DWI Task Force - Budget Chart  
Budget Ordinance  
Resolution

# Budget Chart

<b>Fiscal Year</b>	<b>Grant Amount</b>	<b>City Amount</b>	<b>City Percentage</b>
2014	\$982,717	\$0	\$0
2015	\$563,921	\$99,516	15%
2016	\$466,799	\$200,056	30%
2017	\$359,847	\$359,847	50%
2018	\$0	\$507,127	100%

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE APPROPRIATING \$359,847 IN GRANT FUNDS FROM THE NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM**

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BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$359,847 is hereby estimated to be available from the North Carolina Governor's Highway Safety Program for a Driving While Impaired Task Force:  
Fund: 2600  
Source: 1100  
Type: 11006300  
Year: 2017  
2600-30-30-0000-000000-000000-000-421101

Section 2. That the sum of \$359,847 is hereby appropriated to:  
General Grants and LTD Project Fund: 2600  
Project: 3050110006-900-10000000  
2600-30-30-3090-305011-000000-000-530500

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Charlotte-Mecklenburg Police Department (herein called the "Agency")  
(The Applicant Agency)  
has completed an application contract for traffic safety funding; and that City Council of the City of Charlotte  
(The Governing Body of the Agency)  
\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City Council of the City of Charlotte IN OPEN  
(Governing Body)  
MEETING ASSEMBLED IN THE CITY OF Charlotte, NORTH CAROLINA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sergeant David B. Sloan is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 359,847.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 359,847.00 as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

**SEAL**

DATE \_\_\_\_\_



**Agenda Date:** 8/22/2016

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**Agenda #:** 20.**File #:** 15-3811 **Type:** Consent Item

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## **Governor's Highway Safety Program Grant Application for Traffic Safety**

**Action:**

- A. Adopt a resolution authorizing the Charlotte-Mecklenburg Police Department to apply for a \$20,000 grant from the Governor's Highway Safety Program, and**
- B. Adopt a budget ordinance appropriating \$20,000 in grant funds contingent upon if Charlotte is the successful grant recipient.**

**Staff Resource(s):**

Gerald Smith, Police  
David Sloan, Police

**Explanation**

- The Charlotte-Mecklenburg Police Department (CMPD) has the opportunity to apply for \$20,000 in grant funds from the Governor's Highway Safety Program (GHSP).
  - \$15,000 will be used to purchase six additional dual antenna radar units used in police vehicles to help enforce speed limit laws while the officer is driving or parked stationary.
  - \$600 will be used for the data plan to cover the GHSP issued technology equipment.
  - \$4,400 will be used by the sergeant serving as the Regional Law Enforcement Liaison for travel, training, and meetings:
    - Local traffic safety meetings coordinated by CMPD;
    - Meetings throughout North Carolina and out-of-state; and
    - Training for other departments in the region, and annual, national traffic safety enforcement conference.
- GHSP requires that the City Council pass a resolution to authorize CMPD to apply for the grant funding.
- The grant is for a period of one year and does not require matching funds from the City.

**Fiscal Note**

Funding: Governor's Highway Safety Program

**Attachment**

Budget Ordinance  
Resolution

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE APPROPRIATING \$20,000 IN GRANT FUNDS FROM THE NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM**

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BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$20,000 is hereby estimated to be available from the North Carolina Governor's Highway Safety Program for a Driving While Impaired Task Force:  
Fund: 2600  
Source: 1100  
Type: 11006300  
Year: 2017  
2600-30-30-0000-000000-000000-000-421101

Section 2. That the sum of \$20,000 is hereby appropriated to:  
General Grants and LTD Project Fund: 2600  
Project: 3050110007-90020000000  
2600-30-30-3090-305011-000000-000-530500

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Charlotte-Mecklenburg Police Department (herein called the "Agency")  
(The Applicant Agency)  
has completed an application contract for traffic safety funding; and that City Council of the City of Charlotte  
(The Governing Body of the Agency)  
\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City Council of the City of Charlotte IN OPEN  
(Governing Body)  
MEETING ASSEMBLED IN THE CITY OF Charlotte, NORTH CAROLINA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sergeant David B. Sloan is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 20,000 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ -0- as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

**SEAL**

DATE \_\_\_\_\_



**Agenda Date: 8/22/2016**

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**Agenda #: 21.File #: 15-3812 Type: Consent Item**

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## **Community Engagement and Diversity Education for the Charlotte-Mecklenburg Police Department**

**Action:**

- A. Approve a 10-month contract in the amount of \$141,200 with Jennifer P. Davis & Associates for enhancing community engagement and developing diversity education for the Charlotte-Mecklenburg Police Department, and**
  
- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Kellie High-Foster, Police

**Explanation**

- The Charlotte Mecklenburg Police Department (CMPD) has used the consulting services of Jennifer P. Davis & Associates, LLC on previous community engagement projects to include:
  - Working with CMPD External Advisory Committee members (American Civil Liberties Union, Lee Institute, Urban League of Central Carolinas),
  - Community engagement plans with recruits, and
  - Building Cultural Proficiency education for CMPD and including participation from all surrounding area law enforcement agencies.
- Under the contract, Jennifer P. Davis & Associates, LLC agrees to provide CMPD consulting services for enhancing community engagement and developing diversity education in light of recent national tragic events.
- The scope of work includes the following:
  - Generating a deeper understanding and awareness of implicit, suppressed, conditioned, and unconscious biases for individuals and groups,
  - Increasing engagement in at-risk and under resourced communities for the purpose of serving them and creating community advocates, supporters, and partners of law enforcement,
  - Achieving increased cultural proficiency by helping officers to better understand the culture and perceptions of those they encounter and not merely racial perceptions,
  - Establishing and fostering relationships across cultural and professional levels by defining how officers can build respectful relationships with all community members, and
  - Ensuring all work aligns with CMPD's mission, values, and other organizational and professional objectives.
- This contract is a component of the various current CMPD community engagement initiatives.

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**Agenda #: 21.File #: 15-3812 Type: Consent Item**

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- The contract is estimated at \$141,200.
- The contract term is September 1, 2016, through June 30, 2017.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Police Operating Budget



Agenda Date: 8/22/2016

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Agenda #: 22.File #: 15-5737 Type: Consent Item

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## Electronic Monitoring Services Contract Amendment

### Action:

**Approve contract amendment #2 in the estimated amount of \$244,640 to extend the Electronic Monitoring Services Contract with Omni Link Systems, Inc. for an additional six months.**

### Staff Resource(s):

Douglas Gallant, Police  
Crystal Cody, Police

### Explanation

- The Charlotte Mecklenburg Police Department (CMPD) uses a third-party service provider to support electronic monitoring activities.
- Omni Link Systems, Inc. provides equipment and a secure, online web monitoring portal, which CMPD uses in the efforts to reduce the number of suspects who re-offend while awaiting trial. On average, the City monitors 350+ offenders at any given time.
- With ongoing technology advancements in the industry, CMPD is requesting a six month extension to the contract, allowing more time to complete a comprehensive solicitation and evaluation process for a new service provider.
- Contract amendment #3 in the estimated amount of \$244,640 would extend the existing agreement through March 31, 2017.
- Contract expenditures for the six month extension is estimated to be \$244,640, bringing the total value of the contract, including all extensions, to an estimated \$2,511,290.

### Background

- On September 20, 2011, the City Council approved a contract with OmniLink Systems, Inc. to provide electronic monitoring services for a term of three years. The contract also included a possible renewal of two additional, one-year terms.
- On October 1, 2014, the City exercised the first one-year renewal, extending the term of the agreement until September 30, 2015.
- On October 1, 2015, the City exercised the second one-year renewal, extending the term of the agreement until September 30, 2016. This is contract amendment #1.

### Fiscal Note

Funding: Police Operating Budget



**Agenda Date:** 8/22/2016

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**Agenda #:** 23.**File #:** 15-3813 **Type:** Consent Item

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## **Police Security Equipment, Maintenance, and Support Services**

**Action:**

- A. Approve a one-year unit price contract with ADM Security to provide security system maintenance, equipment, and support services and for the purchase of new card readers and cameras at Charlotte-Mecklenburg Police Department facilities, and**
- B. Authorize the City Manager to renew the contract for up to two, one-year renewal terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Lisa Goelz, Police

**Explanation**

- The Charlotte-Mecklenburg Police Department (CMPD) has contracted with ADM Security to provide equipment, maintenance, and support services on access card readers, an access card reader control system, and security cameras at CMPD headquarters and 20 other CMPD facilities.
- These security systems are critical to protecting public safety infrastructure from unauthorized individuals.
- Currently, CMPD has over 250 access card readers installed at its facilities.
- The contract with ADM Security allows CMPD to purchase new card readers and cameras for police facilities when the existing equipment can no longer be repaired.
- The estimated contract expenditure is \$51,048 annually.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Police Operating Budget



Agenda Date: 8/22/2016

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Agenda #: 24.File #: 15-3733 Type: Consent Item

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## State Contract for Police Steel-Plated Body Armor Vests

### Action:

- A. Approve the purchase of Level III steel-plated body armor vests for all Charlotte-Mecklenburg Police Department patrol vehicles and Level IIIA helmets for all Charlotte-Mecklenburg Police Department patrol officers from state contracts as authorized by G.S. 143-129(e)(9),**
  
- B. Approve a contract with Galls, Inc. for the purchase of Level III steel-plated body armor vests for all Charlotte-Mecklenburg Police Department patrol vehicles and Level IIIA helmets for all patrol officers for the term of one-year under statewide term Contract 680c-Body Armor, effective August 1, 2016, through March 15, 2018, and**
  
- C. Authorize the City Manager to extend the contract for additional one-year terms as long as the state contract is in effect, at prices and terms that are the same or more favorable than those offered under the state contract.**

### Staff Resource(s):

Vicki Foster, Police  
Brian Russell, Police  
Joel McNelly, Police

### State Contract Exemption

G.S. 143-129(e)(9) allows local government to purchase from state contracts if the contractor is willing to extend the same or more favorable prices, terms, and conditions as those established under the state contract.

### Explanation

- The light body armor worn on a daily basis by CMPD is a Level II ballistic material designed to stop most common handgun rounds.
  - Officers wear these vests due to the flexibility of the materials and the weight.
  - This is the preferred daily wear vest and is sufficient in handling the majority of the threats faced by police officers.
  
- To stop most rifle rounds, Level III steel-plated body armor is necessary.
  - The lightest of the vests are in excess of eight pounds and range up to 15 or more pounds, making them too heavy for daily wear.

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**Agenda #: 24.File #: 15-3733 Type: Consent Item**

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- However, the vests are still feasible for single-use when responding to either an active shooter event or a 911 call where a person is reported to be armed with a rifle.
- Protection of the head is also vital in these types of incidents. The only feasible option for ballistic helmets is a Level IIIA helmet.
- CMPD is requesting to supply each patrol car with a universal fit Level III vest that can be put on quickly when situations dictate.
  - A total of 680 vests are being requested.
- CMPD also is requesting that a Level IIIA helmet be issued to each patrol officer for the same purpose.
  - These helmets serve a dual purpose of being used during civil emergencies as riot helmets.
  - A total of 1,315 helmets are being requested.
- Galls, Inc. is willing to provide Level III steel-plated body armor vests and Level IIIA helmets to the City at the same or better terms as are provided in its contract with the state of North Carolina.
- The company will be paid according to the following unit price:
  - \$359.50 per Level III steel-plated body armor vests,
  - \$268 per Level IIIA helmets, and
  - \$3,500 for estimated shipping.
- Total expenditures are estimated to be \$600,380.

**Charlotte Business INclusion**

This contract is purchased off a State contract and is exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Asset Forfeiture Funds



Agenda Date: 8/22/2016

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Agenda #: 25.File #: 15-3534 Type: Consent Item

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## Fire Station Alert System Maintenance and Support

### Action:

- A. **Approve contract amendment#1 with US Digital Design, Inc. to provide station alerting system maintenance and support,**
  
- B. **Authorize the City Manager to purchase maintenance and support under the existing Fire Station Alert System contract for as long as the City uses the system, and**
  
- C. **Authorize the City Manager to purchase such additional software licenses, services, and hardware as needed from time to time to optimize the City's use of the system, and to approve other amendments consistent with the City's business needs and the purpose for which the contract was approved, including price adjustments.**

### Staff Resource(s):

Kevin Gordon, Fire

### Explanation

- The Charlotte Fire Department uses the station alerting system to visually and audibly notify fire companies that they have a call.
- In 2010, the City issued a Request for Proposal for a fire alerting system. The evaluation team recommended US Digital Design.
- On November 8, 2010, the City Council approved a contract for installation and implementation of a new system.
- The fire station alerting system go-live was August 2011. It is currently used in all 42 Fire Stations
- The original contract included maintenance and support through July 31, 2016.
- Staff is seeking City Council approval for the City Manager to purchase maintenance and support for as long as the City uses the software.
- Contract expenditures for hardware, software, maintenance, and support are estimated at \$112,000 for 2016 with a subsequent 5% increase in years 2017-2020.

### Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

### Fiscal Note

Funding: Fire Department Operating Budget



**Agenda Date: 8/22/2016**

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**Agenda #: 26.File #: 15-3325 Type: Consent Item**

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## **Charlotte Fire Department Small Equipment**

### **Action:**

- A. Award unit price contracts for the purchase of Small Equipment and Related Parts for an initial term of three years to the following lowest responsive bidders:**
- **Interstate Supplies & Service, Inc.**
  - **Newton's Fire & Safety Equipment, and**
- B. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contract was approved.**

### **Staff Resource(s):**

Damian Owens, Fire

### **Explanation**

- The Charlotte Fire Department requires specific pieces of small equipment for rescue and firefighting activities, as well as for maintenance of fire stations, such as gas powered saws, trimmers, blowers, and ventilation fans.
- On May 11, 2016, Management & Financial Services issued an Invitation to Bid (ITB) for Small Equipment and Related Parts. In response to the ITB, the City received five bids from interested service providers.
- Management & Financial Services and Charlotte Fire Department staff evaluated the bids and determined that the award be divided into two brand categories:
  - Gas-powered saw and trimming products were awarded to Interstate Supplies and Service, Inc., and
  - Ventilation products were awarded to Newton's Fire & Safety Equipment.
- The unit prices are set forth in the contract, and are available upon request.
- Estimated contract expenditures are \$300,000 annually.

### **Charlotte Business INclusion**

No subcontracting goals were established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

### **Fiscal Note**

Funding: Charlotte Fire Department Operating Budget



**Agenda Date:** 8/22/2016

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**Agenda #:** 27. **File #:** 15-3814 **Type:** Consent Item

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## **Developer Agreement with Hills Homes of North Carolina, LLC**

**Action:**

- A. Approve a Developer Agreement between the City of Charlotte and Hills Homes of North Carolina, LLC, and**
  
- B. Adopt a budget ordinance appropriating \$175,000 from Hills Homes of North Carolina, LLC to the Prosperity Village Northwest ARC Phase B project.**

**Staff Resource(s):**

Dan Leaver, Engineering & Property Management

**Explanation**

- The Prosperity Village Northwest ARC Phase B project is an active roadway construction project.
- Hills Homes of North Carolina, LLC (Developer) is currently constructing a multi-family residential development (Preserve at Prosperity Project) along Prosperity Village within the City's project limits.
- City development ordinances require the Developer to make improvements to the road, including turn lanes, curb and gutter, planting strips, and sidewalks.
- The Developer's roadway improvements would not be consistent with the City's project and would need to be torn out and replaced.
- In order to avoid additional costs and to reduce traffic impact to the community, the Developer has agreed to contribute funding and the needed land in exchange for relief of the developer's responsibility for roadway improvements.
- The \$175,000 in private development funding will be applied towards the improvements within the project limits including:
  - Turn lanes,
  - curb and gutter,
  - Planting strips and
  - Sidewalks.
- The City will construct the Developer improvements as part of the overall City project.
- Construction is expected to be complete by fourth quarter of 2016.

**Fiscal Note**

Funding: Private Developer Contributions

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**Agenda #:** 27.**File #:** 15-3814 **Type:** Consent Item

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**Attachment**

Development Agreement  
Budget Ordinance  
Map



## **DEVELOPMENT AGREEMENT**

### **PROJECT:**

Prosperity Village NW Arc  
Phase B  
NCDOT TIP project U-5507B

### **OWNER:**

City of Charlotte  
c/o Engineering and Property Management

### **DEVELOPER:**

Hills Homes of North Carolina , LLC

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF MECKLENBURG

**THIS DEVELOPMENT AGREEMENT** (hereinafter referred to as "Agreement"), entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, (hereinafter referred to as the "City") and **Hills Homes of North Carolina, LLC**, (hereinafter referred to as "Developer").

**WHEREAS**, the Developer owns property generally bounded by Prosperity Church Road, a mobile home park and Eastfield Ridge Subdivision (tax parcels #02708280 and #02708349, and further subdivided into individual townhome lots) in the Prosperity Village area of Charlotte, North Carolina (hereinafter "Property") on which it intends to construct a multi-family development; and

**WHEREAS**, the proposed construction plans (hereinafter the "Plans") for the Property were approved by the Charlotte-Mecklenburg Planning Department on August 6, 2008, named the "Preserve at Prosperity Church" (hereinafter "Preserve at Prosperity Project") and are incorporated into this Agreement by reference; and,

**WHEREAS**, the Plans show the Developer constructing improvements to Prosperity Church Road and the street now known as Benfield Road, including but not limited to, sidewalks, curb and gutter, storm drainage, and turn lanes, pursuant to requirements of City ordinances and the site's conditional zoning (collectively, the "Public Improvements"); and,

**WHEREAS**, the City owns certain rights-of-way along the public streets known as Benfield Road and Prosperity Church Road, and the City has an active roadway construction project underway known as the Prosperity Village Northwest Arc Phase B (hereinafter the "NW Arc B Project") with generally similar project limits as the Preserve At Prosperity Project; and

**WHEREAS**, the Developer desires to contribute funding toward the Public Improvements in lieu of constructing them, as authorized by Article VI of Chapter 19 and Article II of Chapter 20 of Charlotte City Code; and

**WHEREAS**, the City and the Developer have made the determination that it is in the parties' mutual best interest to have the Improvements constructed such that the future needs of the City's residents are met with as little disruption and inconvenience as possible; and

**WHEREAS**, the Developer has donated the requisite encroachments as needed for the construction of the improvements, and will ensure that the City has the necessary right-of-entries and/or easements for any and all affected property in order to construct the Project; and

**WHEREAS**, the Developer is willing to reimburse the City for the costs of designing and constructing the Development Improvements as provided in **Exhibit A** in lieu of completing them itself; and

**WHEREAS**, the parties now desire to memorialize the terms of their agreement and their respective responsibilities for design, funding, real estate acquisition, and construct the Project.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements set forth herein, the parties agree as follows:

1. Design and Engineering Services: The City agrees to procure and coordinate the professional design services and engineering services necessary to plan, design and construct the Project. Said services will result in complete construction plans signed and sealed by a professional engineer licensed by the State of North Carolina, necessary for the bid and construction of the Project, approximately as shown in conceptual plan and rendering on "EXHBIT B", attached hereto and incorporated herein by reference, in accordance with all Federal, State, and local laws and regulations.
2. Nature of Review: The parties agree that the City's review and approval rights with respect to the proposed plans and specifications for the Project shall generally comply with applicable laws, ordinances and regulations, and that they adhere to normal City policies and procedures.
3. Construction: The City bid the design plans and contract documents for construction of the Project in compliance with public contracting laws.
4. Changes in Design: Without invalidating this Agreement, the City may agree to add services to the Engineer's contract. Payment for such additional services shall be the responsibility of the party that requires or requests the additional service.
5. Real Estate: The City agrees that it is responsible for obtaining all construction easements, encroachment agreements, and/or rights of entry from any and all affected property owners to enable the City to construct the Project. The Developer has provided necessary easements owned by the Developer at no additional cost to the City.
6. Financial Responsibility. The Developer shall be responsible for paying to the City the estimated cost of design and construction not to exceed \$175,000 ("the Payment") for the subject Project, as shown in Exhibit B. When Developer delivers a signed copy of this Agreement to the City, it shall also deliver the Payment, in the form of a certified or cashier's check made payable to the City of Charlotte, and made so as to be valid and negotiable for a period of 90 days. Once the City has received the signed Agreement and Payment, a) the City will place this Agreement before City Council for approval at its next regular business meeting or as soon thereafter as is possible, and b) upon City Council approval of this Agreement, City will execute it, which date of signature will become the Effective Date.
7. Completion Time. Completion Time Frames: The City agrees to complete the Project as soon as practicable but in any event by September 30, 2016, subject to customary force majeure events associated with roadway projects of this kind. The City shall ensure that the Improvements to be undertaken by the City that are to be reimbursed by Developer shall be completed in a manner consistent with the requirements of the Rezoning Petition. Any extension of the above completion date shall be upon mutual written consent of the Parties.
8. Notices. The City project manager shall act as the City's representative, coordinate the City Project, and facilitate communication with the Developer and others concerning the Project. The Developer's

project manager shall act as the Developer's representative, and serve as liaison between the Developer and agents of the City. All notices required or permitted to be given hereunder shall be deemed given on the date the notice is emailed, hand delivered, faxed with a mailed copy to follow, or deposited for delivery by U.S. mail, registered or certified, return receipt requested, postage prepaid, properly addressed as set forth in Section 10 of this Agreement.

All notices, requests for payment, requests to modify the project or its costs, and any other questions concerning this project should be addressed as follows:

If to the City: Dan Leaver  
Engineering & Property Management  
City of Charlotte  
600 East Fourth Street - 14<sup>th</sup> Floor  
Charlotte, NC 28202-2844  
[dleaver@charlottenc.gov](mailto:dleaver@charlottenc.gov)  
704.336.6388

If to the Developer: James Obert  
With copy to Harry Schneider, ESQ  
Hills Homes of North  
Carolina, LLC  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by tele-fax or 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.

9. Indemnification. To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Development Improvements in connection with the City Project Improvements, provided that any such claim, damage, loss or expense: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; (ii) is caused in whole or in part by any intentional or negligent act or omission of Developer, anyone directly or indirectly employed by Developer or any one for whose acts Developer may be liable; or (iii) is not caused in whole or in part by any intentional or negligent act of the City, its employees, agents, consultants, or representatives.

10. Delays. If either Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other Party, adverse weather conditions preventing the performance of work as certified to by an architect, war or any other reason beyond such Party's reasonable control (each a "Force Majeure"), then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such Party has taken steps that are diligent and reasonable under the circumstances to mitigate the effects of such Force Majeure and further provided that such Party shall notify the other Party of such

delay, hindrance or prevention within ten (10) calendar days after the commencement thereof and within ten (10) calendar days after the expiration thereof.

12. E-Verify. Developer shall 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.

13. Iran Divestment Act. Developer certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

14. Commercial Non-Discrimination. As a condition of entering into this Contract, the Developer represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Developer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Developer retaliate against any person or entity for reporting instances of such discrimination. The Developer shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Developer understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Developer from participating in City contracts, or other sanctions.

As a condition of entering into this Contract, the Developer agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Developer has used on City contracts in the past five years, including the total dollar amount paid by Developer on each subcontract or supply contract. The Developer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Developer understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Developer from participating in City contracts and other sanctions.

The Developer further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Developer to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

15. No Third Party Rights. This Agreement is entered into by and between the parties hereto for their

exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

16. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

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

18. 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 relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

19. Amendment. No amendment or modification to the Agreement shall be valid in writing and signed by both parties to this Agreement.

20. Captions. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HILLS HOMES OF NORTH CAROLINA, LLC

By: *Ry Alan, President*  
Date: *7/14/16*

ATTEST

By: *Amy Hanna*  
Date: *7/14/16*

CITY OF CHARLOTTE

By: \_\_\_\_\_  
Engineering Contracts Manager  
Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A SCOPE OF WORK**

The Preserve at Prosperity Project includes construction of Benfield Road as a 2-lane roadway with a turn lane at the intersection of Benfield Road and Prosperity Church Road and widening of Prosperity Church Road along the frontage of the Property, sidewalk and curb & gutter along limits of the improvements and extension of a culvert on the north end of the property.

The NW Arc B Project includes construction of Benfield Road along the limits of the Preserve at Prosperity Project as well as continuing the roadway to the south past the Property limits, widen Prosperity Church Road from Summerford Drive to the southern end of Property, and associated storm drainage, sidewalk and curb & gutter along limits of the improvements.

The following scope of work as detailed in Exhibit A and depicted in Exhibit B shall delineate the separation of work to be done by each party:

The City agrees to include in the construction of the NW Arc B Project the following items:

- a. Roadway, curb and gutter, sidewalk and associated storm drainage along Benfield Road
- b. Roadway, curb and gutter, sidewalk and associated storm drainage along Prosperity Church Road from the southern limits of the Property to Summerford Drive

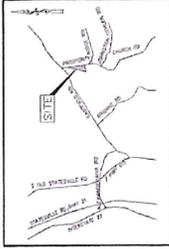
In exchange, The Developer agrees contribute funds to the NW Arc B Project as described in Section 6 – Financial Responsibility and remain responsible for all work outside of the NW Arc B Project limits as specified in the plans for the Preserve at Prosperity Project (this work remains covered by the Letter of Credit held by Engineering & Property Management Land Development Division) and generally includes:

- a. Widening of Prosperity Church Road along the Property frontage north of Summerford Drive and all associated drainage, sidewalk and curb & gutter
- b. Extension of a culvert on the North end of the property

Any water or sewer extensions required for the development are not covered under this agreement and shall be the responsibility of the developer, if needed.

**Exhibit B  
PROJECT PLAN**

**PLANS FOR IMPROVEMENTS  
OF  
PROSPERITY CHURCH ROAD  
CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA  
2008**



VICINITY MAP  
SHOWN TO SCALE

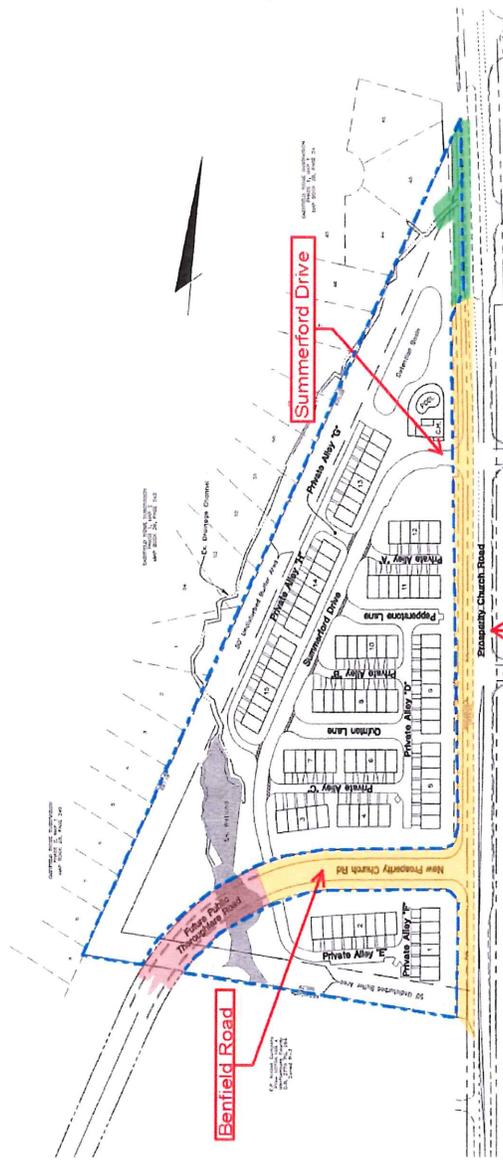
Charlotte-Mecklenburg Planning Commission  
PRELIMINARY PLANNED  
MULTIFAMILY SUBDIVISION  
APPROVAL  
8/11/08

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Received  
JUL - 8 2008  
Development Services  
Division

North Carolina One-Call Center  
800-441-7237  
CALL 1-800-632-4949  
BEFORE YOU DIG  
IT'S THE LAW



- Improvements to be completed by Developer
- Improvements being completed by NW Arc B Project
- Improvements being completed by NW Arc Project but not included in fee to Developer
- Approximate limits of Property

## Exhibit C Construction Costs

<i>Item</i>	<i>Section</i>	<i>ITEM DESCRIPTION</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Amount</i>
1	610	Asphalt Concrete Base Course, Type B 25.0B	1475	TN	\$57.00	\$84,075.00
2	610	Asphalt Concrete Intermediate Course, Type I 19.0B	863	TN	\$56.00	\$48,328.00
3	610	Asphalt Concrete Surface Course, Type S 9.5B	1216	TN	\$62.00	\$75,392.00
4	620	Asphalt Binder for Plant Mix	213	TN	\$575.00	\$122,475.00
5	846	2' 6" Concrete Curb and Gutter	1583	LF	\$17.00	\$26,911.00
6	848	4 " Concrete Sidewalk	1055	SY	\$30.00	\$31,650.00
7	848	6 " Concrete Sidewalk	40	SY	\$50.00	\$2,000.00
8	848	6 "Concrete Driveways	75	SY	\$45.00	\$3,375.00
9	848	Concrete Wheelchair/Accessible Ramps	6	EA	\$800.00	\$4,800.00
10	1205	Thermoplastic Pavement Marking Symbols, ONLY	1	EA	\$450.00	\$450.00
11	1205	Thermoplastic Pavement Marking Lines, White 4", 120 mils	2141	LF	\$1.00	\$2,141.00
12	1205	Thermoplastic Pavement Marking Yellow Lines, 4", 120 mils	3250	LF	\$1.00	\$3,250.00
13	1205	Thermoplastic Pavement Marking Lines, White 6", 120 mils	350	LF	\$1.35	\$472.50
14	1205	Thermoplastic Pavement Marking Lines, White 24", 120 mils	24	LF	\$6.00	\$144.00
15	1205	Thermoplastic Pavement Marking Lines, White 8", 120 mils	275	LF	\$2.00	\$550.00
16	1205	Thermoplastic Pavement Marking Lines, White 12", 90 mils	200	LF	\$3.00	\$600.00
17	1205	Thermoplastic Pavement Marking Yellow Lines, 12", 90 mils	180	LF	\$3.00	\$540.00
18	1205	Thermoplastic Pavement Marking Symbols, Left-Turn Arrow	14	EA	\$100.00	\$1,400.00
19	1205	Thermoplastic Pavement Marking Symbols, Right-Turn Arrow	7	EA	\$100.00	\$700.00
20	1251	Permanent Raised Pavement Markers	148	EA	\$7.00	\$1,036.00

Subtotal: \$410,289.50

Pavement  
reduction: \$235,289.50

Total: \$175,000.00
---------------------

Pavement reduction denotes the value of work the Charlotte Department of Transportation would have done in order to complete the final paving in accordance with City ordinances and policies.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$175,000 FROM HILLS HOMES OF NORTH CAROLINA, LLC TO THE PROSPERITY VILLAGE NORTHWEST ARC PHASE B PROJECT

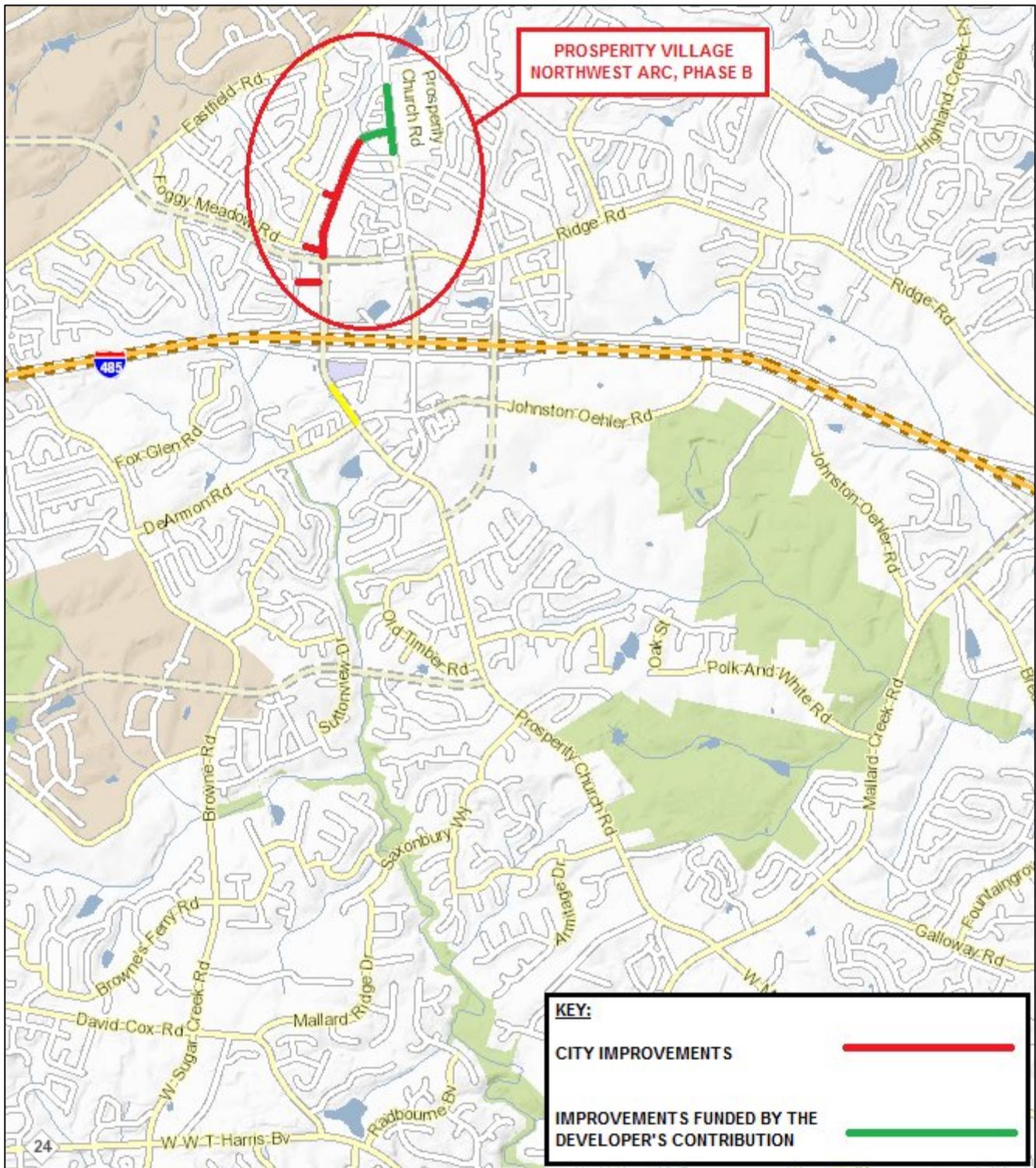
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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$175,000 is hereby estimated to be available from Hills Homes of North Carolina, LLC
- Section 2. That the sum of \$175,000 is hereby appropriated in the General Capital Project Fund 4001 in Project 4288200029-3000000000 - Prosperity Village NW Arc Phase B
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Location Map: Developer Agreement with Hills Homes of North Carolina, LLC (Council District 4)**



---

Agenda #: 28.File #: 15-3345 Type: Consent Item

---

## Graham Street Extension Traffic Signals

**Action:**

**Award a contract in the amount of \$1,085,996.75 to the lowest responsive bidder Whiting Construction Company, Inc. for the installation of traffic signals for the Graham Street Extension project.**

**Staff Resource(s):**

Bill Greentaner, Transportation

**Explanation**

- On November 25, 2013, the City Council approved a Municipal Agreement with the North Carolina Department of Transportation (NCDOT), and a supplemental agreement on September 28, 2015, totaling \$1,114,325 for traffic signals associated with an NCDOT road widening project.
- The Graham Street Extension traffic signal project provides for the installation of traffic signals at the following intersections:
  - Sugar Creek Road and Graham Street (existing),
  - Graham Street and University City Boulevard (future),
  - Graham Street and Hubbard Road (future),
  - Graham Street and Nevin Road (future),
  - Graham Street and Morris Estates Drive and Mallard Creek Road (future),
  - Mallard Creek Road and Baucom Road (future), and
  - Mallard Creek Road and W.T. Harris Boulevard (existing).
- The project scope also includes the installation of components necessary for traffic signal communications associated with NCDOT's project to widen and realign Mallard Creek Road between Graham Street and West WT Harris Boulevard.
- On May 11, 2016, the City issued an Invitation to Bid for the Graham Street Extension traffic signal project; only two bids were received from interested service providers.
  - In accordance to the North Carolina General Statute 143-132, if three bids are not received from reputable and qualified contractors, then the project must be re-advertised. During the re-advertisement, the contract may be awarded to the lowest responsible bidder even if only one bid is received from an interested service provider.

On July 18, 2016, the City re-advertised the Invitation to Bid; two bids were received from interested service providers.
- Whiting Construction Company, Inc. was selected as the lowest responsive, responsible bidder.
- The project is anticipated to be complete by first quarter of 2018.

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**Agenda #:** 28.**File #:** 15-3345 **Type:** Consent Item

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**Charlotte Business INclusion**

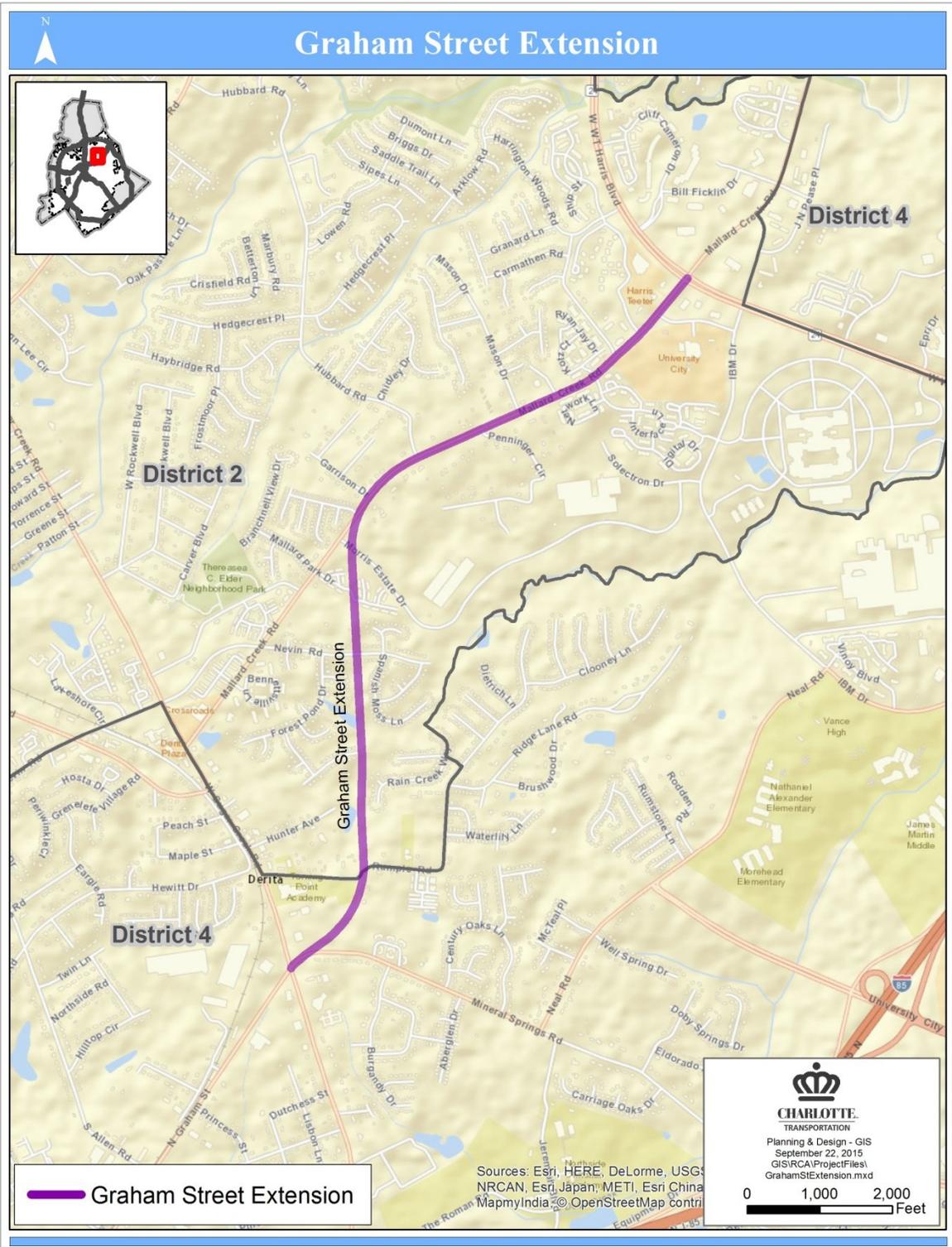
This is an Interlocal Agreement contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Transportation Community Investment Plan and North Carolina Department of Transportation

**Attachment**

Map





**Agenda Date:** 8/22/2016

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**Agenda #:** 29.**File #:** 15-3684 **Type:** Consent Item

---

## **Private Developer Funds Appropriation**

**Action:**

**Adopt a budget ordinance appropriating \$176,000 in private developer funds for the following:**

- **Signal modifications from Bainbridge Communities Acquisition I, LMC New Bern Holdings, LLC, Publix North Carolina LP, Dominion Realty Partners, LLC, and**
- **A new signal from Bissell Development, LLC.**

**Staff Resource(s):**

Scott Putnam, Transportation

**Explanation**

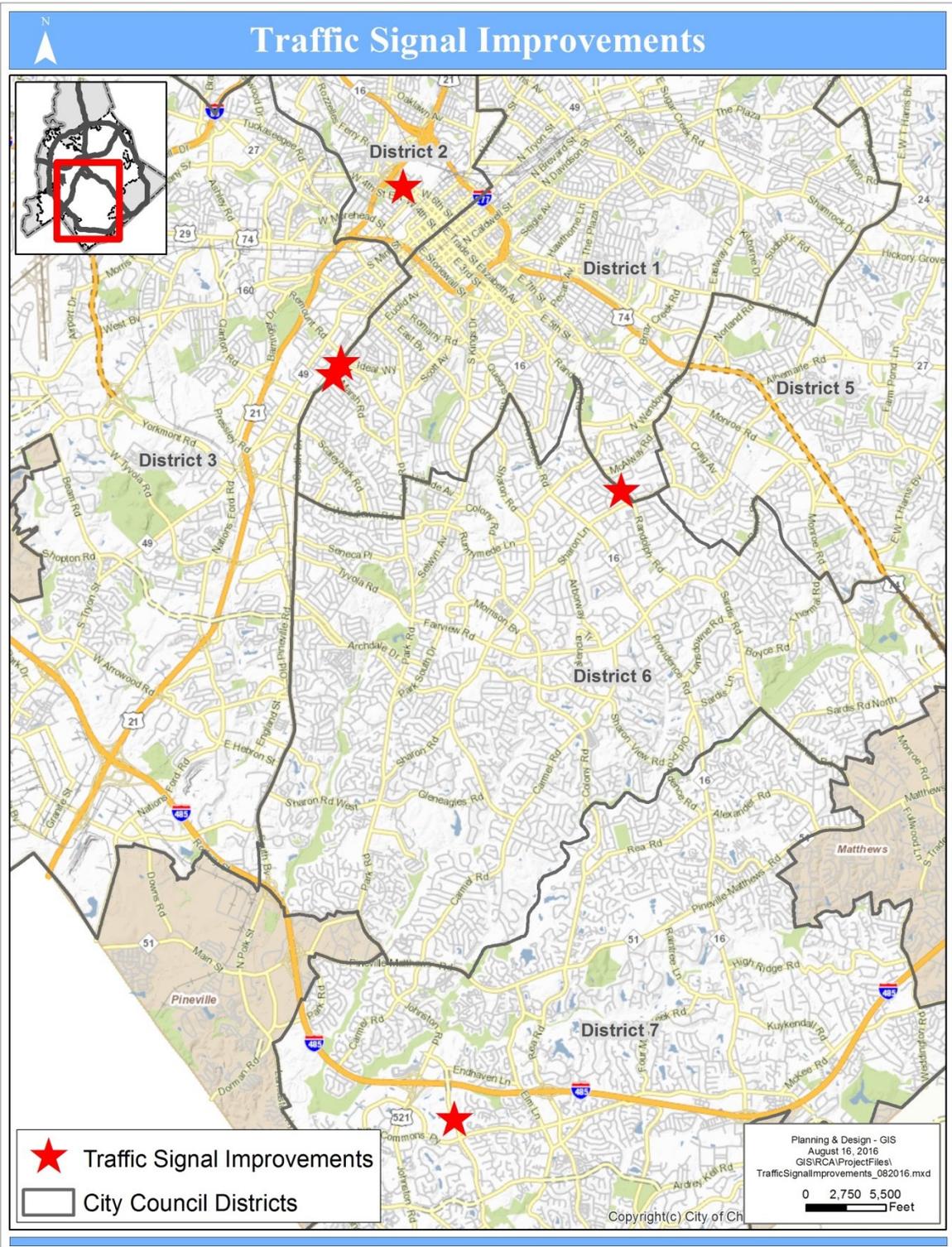
- The \$176,000 in private developer funding is for traffic signals/upgrades and related work associated with developer projects. The funding is restricted to these projects.
- The following developers are fully funding traffic signal installations and improvements to mitigate traffic impacts around their respective development projects:
  - Bainbridge Communities Acquisition I contributed \$18,000 for signal modifications at the intersection of Poindexter and South Boulevard.
  - LMC New Bern Holdings, LLC contributed \$20,000 for signal modifications at the intersection of South Boulevard and New Bern Street.
  - Bissell Development, LLC contributed \$94,000 for a new signal to be installed at N. Community House Road and Ballantyne Corporate Park.
  - Publix North Carolina LP contributed \$40,000 for signal modifications at the intersection of Randolph Road and Greenwich Road.
  - Dominion Realty Partners, LLC contributed \$4,000 for signal modification at the intersection of N. Irwin Avenue and W. Trade Street.
- The above signals meet the same criteria as other traffic signals approved by the City.
- Payments made by the developers are in response to estimates of work prepared by the Charlotte Department of Transportation (CDOT) and supplied to the developers.
- Any funding contributed by developers for signal projects that is unused by the City will be refunded after project completion.
- CDOT will be installing and operating these signals as part of the existing signal systems in the area.

**Fiscal Note**

Funding: Private Developer Contributions

**Attachment**

Map  
Budget Ordinance



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$176,000 FOR TRAFFIC SIGNAL IMPROVEMENTS**

---

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$176,000 hereby estimated to be available from the following private developer sources:

- Bissell Development, LLC (\$94,000)
- Publix North Carolina, LP (\$40,000)
- LMC New Bern Holdings, LLC (\$20,000)
- Bainbridge Communities Acquisitions I (\$18,000)
- Dominion Realty Partners, LLC (\$4,000)

Section 2. That the sum of \$176,000 is hereby appropriated in the General Capital Investment Fund (4001) into the following project:

- New Sig N. Community House Rd and Ball - 4292000274 (\$94,000)
- Sig Mod Randolph and Greenwich - 4292000277 (\$40,000)
- Sig Mod New Bern and South Blvd - 4292000271 (\$20,000)
- Sig Mod Poindexter and South Blvd - 4292000270 (\$18,000)
- Sig Mod Irwin and Trade - 4292000278 (\$4,000)

Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

Section 4. All ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date:** 8/22/2016

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**Agenda #:** 30.**File #:** 15-3718 **Type:** Consent Item

---

## **Kilborne Drive Streetscape**

**Action:**

**Approve a contract in the amount of \$303,000 with DRMP, Inc. for sidewalk planning and design services.**

**Staff Resource(s):**

Mark Grimshaw, Engineering & Property Management

**Explanation**

- The Kilborne Drive Streetscape Project is the first phase of the Old Potter Road Trail, identified during the Central/Albemarle/Shamrock Comprehensive Neighborhood Improvement Program (CNIP) Pre-Planning Process.
- The Kilborne Drive Streetscape Project limits are along Kilborne Drive from Eastway Drive to Havenwood Road. The intent of the improvements will be to provide better pedestrian crossings, improved bicycle facilities, traffic calming, streetscape, and landscaping.
- Planning and design services will include but are not limited to:
  - Public involvement,
  - Alternative analysis,
  - Permitting,
  - Right-of-way plans,
  - Traffic control plans,
  - Structure design,
  - Erosion control plans,
  - Cost estimates, and
  - Final design plans for construction.
- On February 24, 2016, the City issued a Request for Qualifications (RFQ) for Various Projects for the 2014 Comprehensive Neighborhood Improvement Plan. In response to the RFQ, the City received 20 proposals from interested professional service providers.
- The Project Team, consisting of staff from the Engineering & Property Management and Neighborhood & Business Services, evaluated the proposals and determined that DRMP, Inc. is the best qualified firm to meet the City's needs in terms of competence and professional services qualifications.
- The project was approved as part of the 2014 Bond Referendum for Central/Albemarle/Shamrock CNIP projects. The City Council approved these projects as part of the City's Fiscal Years 2014-2018 General Community Investment Plan.

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**Agenda #:** 30.**File #:** 15-3718 **Type:** Consent Item

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**Charlotte Business INclusion**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy). DRMP, Inc. has committed 15.65% (\$47,420) of the total contract amount to the following certified firm:

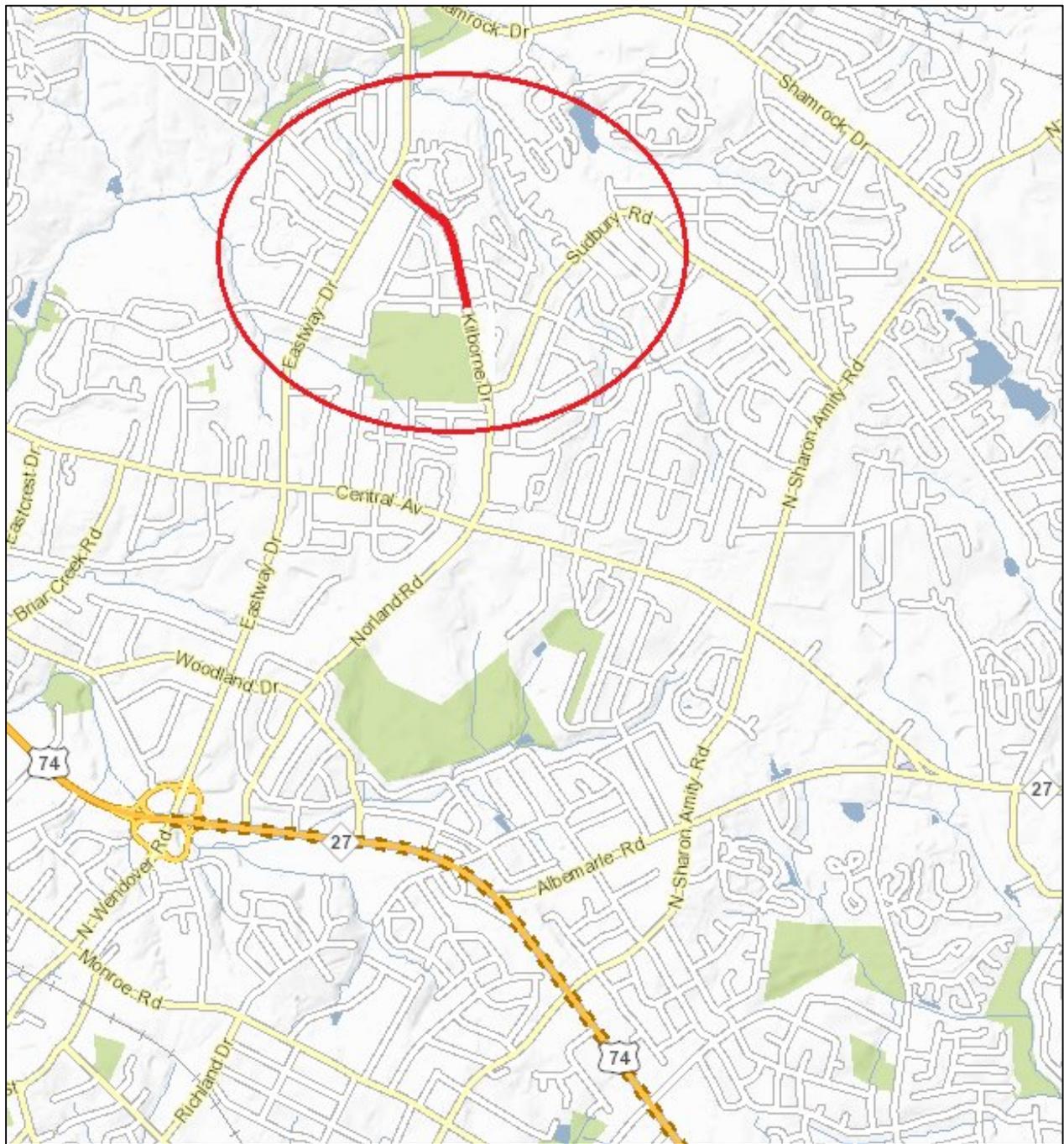
- Hinde Engineering (SBE) (\$47,420) (utility design)

**Fiscal Note**

Funding: General Community Investment Plan

**Attachment**

Map



**Location Map: Kilborne Drive Sidewalk Project (Council District 1)**



**Agenda Date: 8/22/2016**

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**Agenda #: 31.File #: 15-3739 Type: Consent Item**

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## **Eastway Drive Streetscape & Pedestrian Improvement Study**

**Action:**

**Approve a contract in the amount of \$117,910 with Alta Planning + Design, Inc. for Eastway Drive Streetscape & Pedestrian Improvement Study.**

**Staff Resource(s):**

Mark Grimshaw, Engineering & Property Management

**Explanation**

- The Streetscape and Pedestrian Study (Study) will identify and refine specific opportunities/locations to improve Eastway Drive between Sugar Creek Road and Independence Boulevard to make it more pedestrian and bicycle-friendly.
- Improvements may include sidewalks, bike facilities, landscaping, and/or crossing opportunities at various locations. The Study will focus on improvements in areas with concentrations of pedestrians and commercial activity or at locations that would connect a broader bicycle/pedestrian network.
- The Study will also consider ways to improve the east-west bicycle and pedestrian connections across the Eastway Drive corridor between the future Briar Creek Greenway/Merry Oaks Neighborhood and Kilborne Park.
- The Eastway Drive Streetscape & Pedestrian Improvement Study was identified during the Central/Albemarle/Shamrock Comprehensive Neighborhood Improvement Program (CNIP) Public Engagement Process. The City Council approved these projects as part of the City's Fiscal Years 2014-2018 General Community Investment Plan.
- On February 24, 2016, the City issued a Request for Qualifications (RFQ) for Various Projects for the 2014 CNIP. In response to the RFQ, the City received 20 proposals from interested professional service providers.
- The Project Team, consisting of staff from Engineering & Property Management and Neighborhood and Business Services, evaluated the proposals and determined that Alta Planning + Design, Inc. is the best qualified firm to meet the City's needs in terms of competence and professional services qualifications.
- The project was approved under the 2014 Bond package for Central/Albemarle/Shamrock CNIP projects.

**Charlotte Business INclusion**

City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1(h) of the Charlotte Business INclusion Policy). Alta Planning + Design has committed 9.97% (11,760) of the total contract amount to the following certified firm:

- The Dodd Studio (SBE) (\$11,760) (landscape architecture, public engagement)

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**Agenda #:** 31.**File #:** 15-3739 **Type:** Consent Item

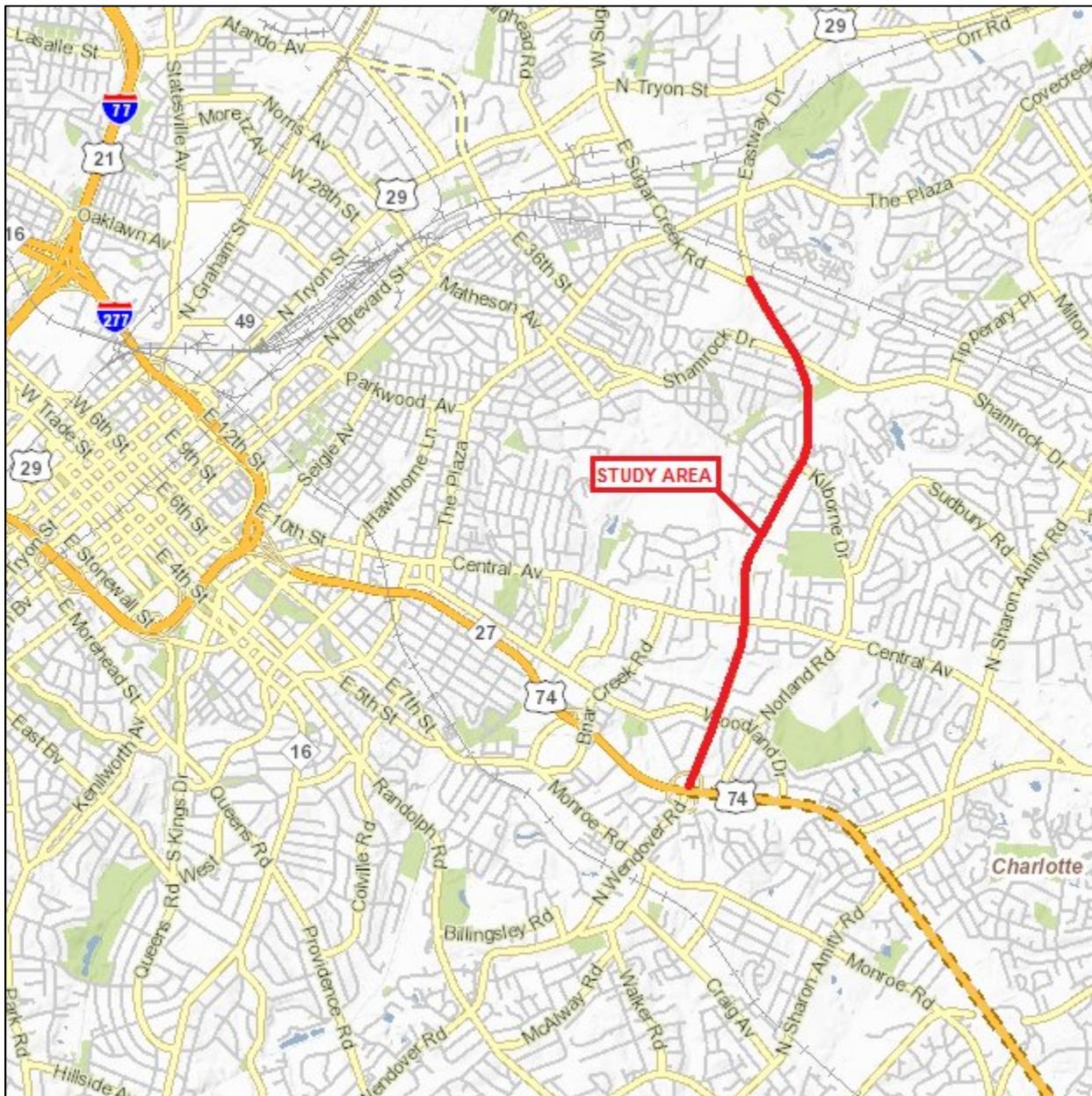
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**Fiscal Note**

Funding: General Community Investment Plan

**Attachment**

Map



**Location Map: Eastway Drive Streetscape & Pedestrian Improvement Study  
(Council Districts 1 and 5)**



**Agenda Date:** 8/22/2016

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**Agenda #:** 32.**File #:** 15-3781 **Type:** Consent Item

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## **McCullough Drive Streetscape Improvements**

**Action:**

**Approve a contract in the amount of \$644,000 with STV, Inc. for engineering design services for the McCullough Drive Streetscape Improvements project.**

**Staff Resource(s):**

Jim Keenan, Engineering & Property Management

**Explanation**

- The City Council approved the Northeast Corridor Infrastructure Improvement project as part of the City's Fiscal Years 2014-2018 General Community Investment Plan.
- On February 17, 2014, the City issued a request for Qualifications (RFQ) for Advance Preliminary Planning for the Northeast Corridor Infrastructure Improvement projects. In response to the RFQ, the City received 15 proposals from interested professional service providers.
- On April 28, 2014, the City Council authorized the City Manager to negotiate and approve engineering planning services contracts with the consultants for the McCullough Drive Streetscape project. As part of the contract, the City included an option for STV, Inc. to provide engineering design services under a new contract as an incentive for good performance, including meeting the project schedule, fulfilling planning deliverables, and staying within the project budget.
- Staff selected STV, Inc. for this project as best meeting the City's needs in terms of qualifications and experience.
- The contract will provide engineering design services, including:
  - Final construction drawings,
  - Real estate plats,
  - Permits,
  - Utility plans,
  - Traffic control plans,
  - Water quality plans, and
  - Continued public engagement.

**Charlotte Business INclusion**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy). STV has committed 12% (\$61,000) of the total contract amount to the following certified firms:

- Utility Coordination Consultants (SBE) (\$38,600) (utility coordination)
- Tomefog, Inc. (SBE) (\$17,600) (engineering services)

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**Agenda #: 32.File #: 15-3781 Type: Consent Item**

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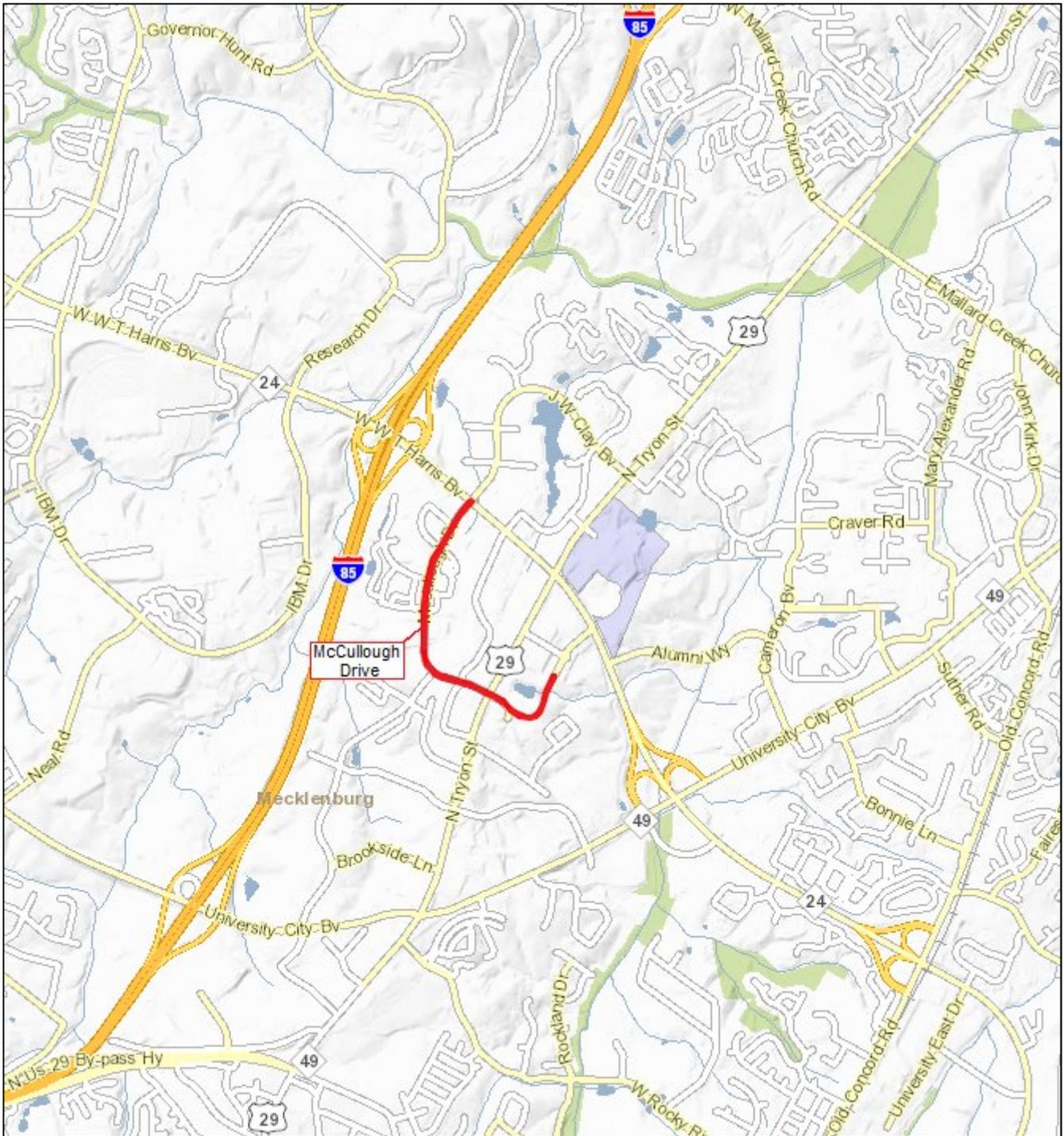
- Richa Graphics (SBE) (\$4,900) (printing services)
- Progressive Design Group (\$16,120) (engineering services)

**Fiscal Note**

Funding: General Community Investment Plan

**Attachment**

Map



**Location Map: McCullough Drive Streetscape Improvements  
(Council District 4)**



**Agenda Date: 8/22/2016**

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**Agenda #: 33.File #: 15-3790 Type: Consent Item**

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## **Interlocal Agreement for the Briar Creek and Museum Tributary Water Quality Improvement Project**

**Action:**

**Adopt a resolution to execute an interlocal agreement with Mecklenburg County to allow the City to pay the County \$550,000 to design and construct a portion of the Briar Creek and Museum Tributary Water Quality Improvement Project.**

**Staff Resource(s):**

Daryl Hammock, Engineering & Property Management

**Explanation**

- On July 15, 2008, the City entered into a partnership with Mecklenburg County to initiate the Briar Creek and Museum Tributary Water Quality Improvement Project. To date, no comprehensive funding agreement between the City and County has been executed for this joint project.
- As the project leader, Mecklenburg County has completed design of the project and is preparing to advertise and receive bids for construction.
- The estimated design and construction costs for the City's portion of the project total \$550,000. The proposed interlocal agreement for funding will allow the City to pay the County for the City's portion of the project.
- The total project cost is estimated to be \$3,070,103.32 and the County will fund the balance of the project.
- The Mecklenburg County Board of County Commissioners will be asked to approve the interlocal agreement at their September 6, 2016 meeting.
- Project construction is expected to start in December 2016 and conclude by December 2017.

**Background**

- The interlocal agreement outlines the City's partnership with Mecklenburg County to construct the Briar Creek and Museum Tributary Water Quality Improvement Project. It describes cost-sharing and reimbursement specifics for construction activities, an easement agreement and maintenance responsibilities.
- The project is located along a portion of Briar Creek that runs from Randolph Road to Providence Road. The City's portion of the project is a tributary to Briar Creek located on County property adjacent to the Mint Museum.
- The project area drains directly into Briar Creek, which is designated as impaired according to Clean Water Act standards.
- The City and County are funding portions of the project that fulfill their individual responsibilities as defined in 1993 by the interlocal agreement that established the storm water utility.

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**Agenda #: 33.File #: 15-3790 Type: Consent Item**

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- The City's portion of the project includes design and construction of 920 feet of stream restoration on the minor stream system. Based on current costs, this project is estimated to generate stream mitigation credits in the amount of \$460,920 to fund future stream improvement projects within the City.
- Mecklenburg County's portion of the project includes design and construction of 6,700 feet of stream restoration on the major stream system.
- Both the City and County benefit from co-locating the improvements and coordinating use of the same design team and construction contractor.

**Charlotte Business INclusion**

This is an interlocal agreement contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Storm Water Services Community Investment Plan

**Attachment**

Map  
Interlocal Agreement  
Resolution



**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
CITY OF CHARLOTTE**

**INTERLOCAL AGREEMENT FOR  
FUNDING OF THE BRIAR CREEK WATER  
QUALITY IMPROVEMENT PROJECT**

This Interlocal Agreement for Funding of the Briar Creek Water Quality Improvement Project is entered into and agreed upon as of \_\_\_\_\_, \_\_\_\_\_, 2016, (the “Effective Date”), by and between the **COUNTY OF MECKLENBURG** (the “County”), a political subdivision of the State of North Carolina and the **CITY OF CHARLOTTE** (the “City”), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to the “Agreement for Operation of a Single Storm Water System in Mecklenburg County”, an interlocal agreement entered into between the Parties in 1993 and amended and restated in 2002 and 2009, which identifies their respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County;

**WHEREAS**, the County owns properties or holds easements, or will obtain easements in the floodplain of Briar Creek, located between Randolph Road and Providence Road in Charlotte, North Carolina as shown in Exhibit “A” (hereinafter the “Property”). The County intends to make certain improvements to the water resources on said Property along Briar Creek, which may include the restoration of streams (hereinafter the “County Project”);

**WHEREAS**, the City is interested in improving minor system water resources by making certain improvements to the water resources on said Property, i.e., the restoration of the minor stream known as Mint Museum Tributary (hereinafter the “City Project”);

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

**WHEREAS**, the Parties desire to enter into an Interlocal Agreement that sets out their respective rights and responsibilities with respect to the Combined Project;

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

1. Combined Project Description. The Combined Project includes a combination of the following: stream restoration; stream enhancement; stream stabilization; habitat structure placement; and buffer enhancements.
2. Exhibit List. The following Exhibits are attached to this agreement and incorporated into and made hereof by reference:

**Exhibit A: Project Map**

**Exhibit B: Combined Project Funding**

**Exhibit C: Project Schedule**

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

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

4. Easement Conveyance. Upon completion of easement acquisition and complete execution of this agreement, the County will convey a “Storm Drainage/Conservation Easement” to the City for the City portion of the Combined Project.

5. Design. The County shall be responsible, through the Engineer, for design of the Combined Project. The design plans will consist of major system improvements (County portion of design plans) and minor system improvements (City portion of design plans). The City will have final approval authority for the plans and specifications for the City project.

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

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

8. Mitigation Credits. The City will accrue any mitigation credits for the minor system portion of the Combined Project that may be approved by the United States Army Corps of Engineers. The City Mitigation Bank Administrator will have oversight of Permitting and coordination and submittal of any Site Specific Mitigation Plans (SSMP’s) that are produced and submitted to United States Army Corps of Engineers and North Carolina Division of Water Resources.

9. Maintenance. Maintenance of the facility will be performed according to the terms of the Storm Drainage Easement which generally assigns responsibilities as follows:

The County will be responsible for maintenance activities associated with the aesthetic aspects of

the completed project such as:

- Mowing and other aesthetic landscape management activities, at the discretion of the County; and
- Removal of trash, algae, mosquitos, mosquito larvae, and dead fish removal, at the discretion of the County; and
- Reporting blockages and nuisance animal activities such as burrowing animals.

The City will be responsible for the following functional maintenance activities:

- Annual inspection to address structural and functional maintenance items; and
- Non-routine maintenance including maintenance related to structural integrity, sediment removal, embankment failures, etc.; and
- Removal of major blockages in the primary and emergency spillway system.

10. Payment Responsibilities of the City. The City agrees to pay to the County the amount as described in Exhibit B for the design, construction administration and construction of the City Project upon the following conditions being met: receipt by the City of an invoice from the County of costs associated with the City Project, complete with actual cost documentation supporting the invoice. The City's payment to the County shall be made within ninety (90) days of the above conditions being met. The County may send the City separate progress invoices for the design and for the construction of the City Project.

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

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

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

If to the City:            City of Charlotte  
                                  Storm Water Services  
                                  600 East Fourth Street  
                                  Charlotte, NC 28202  
                                  Attention: Isaac Hinson

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

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

14. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the City

and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

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

16. Schedule: The Parties have reviewed and agreed upon the proposed Project Schedule (Exhibit C), and agree all due diligence will be undertaken by the Parties to ensure adherence to the Schedule.

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

18. Termination. The City and County may terminate this agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the City Council.

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

[Signatures are on following pages]

**CITY OF CHARLOTTE**

By: \_\_\_\_\_  
Ron Kimble, City Manager

ATTEST:

\_\_\_\_\_  
Stephanie C. Kelly, City Clerk

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

BY: \_\_\_\_\_  
DIRECTOR OF FINANCE  
City of Charlotte

**MECKLENBURG COUNTY**

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

Attest:

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

APPROVED AS TO FORM

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

# Exhibit “A”

PROJECT MAP



	 	 	<p>Briar Creek Stream Enhancement Charlotte, North Carolina</p> <hr/> <p>Overview Figure</p>
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# Exhibit “B”

## COMBINED PROJECT FUNDING

### Design

- County agrees to fund 100% of the planning and design of the County Project, i.e., the major system improvements.
- City agrees to fund 100% of the planning and design, of the City Project, i.e., the minor system improvements.

### Construction and Construction Administration

- County agrees to fund 100% of the construction of the County Project.
- City agrees to fund 100% of the construction of the City Project.
- County and City agree that construction administration by the Engineer, or a third party, is a cost of construction and that the City shall fund 100% of said cost associated with the City Project and County will fund 100% of said cost associated with the County Project.

The total overall cost for Design and Construction of the City Project shall be up to \$550,000.

### Monitoring

- The City will administer and carry out any monitoring associated with Stream Restoration for the purpose of obtaining Mitigation Credits on the City portion of the project.

### Miscellaneous

- All miscellaneous costs associated with the City Project areas (e.g., educational, signs, administrative, etc.) will be paid by the City.
- All miscellaneous costs associated with the County Project areas will be paid by the County.

# Exhibit “C”

## PROJECT SCHEDULE

Task	Early Finish Date	Late Finish Date
Real Estate and Interlocal Phase	7/1/16	9/1/16
Design and Permitting	8/1/16	12/1/16
Bid Phase (4 month bid phase)	12/1/16	3/1/17
Construction Phase (12 month construction phase)	12/1/17	3/1/18

**CHARLOTTE, NORTH CAROLINA  
CITY COUCIL**

**RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
FOR FUNDING THE BRIAR CREEK AND MUSEUM TRIBUTARY WATER  
QUALITY IMPROVEMENT PROJECT**

WHEREAS, North Carolina General Statute §160A-461 and North Carolina General Statute §153A-445 authorize units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the City of Charlotte and Mecklenburg County wish to enter into the attached Interlocal Agreement for funding the Briar Creek and Museum Tributary Water Quality Improvement Project (the “Interlocal Agreement”) under which the City of Charlotte and Mecklenburg County will have the rights and responsibilities with respect to the funding of the water quality improvement project in the manner described in the Interlocal Agreement.

**NOW THEREFORE BE IT RESOLVED** that the Charlotte City Council hereby:

1. Approves and ratifies the attached Interlocal Agreement; and
2. Authorizes the City 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 contemplated by the Interlocal Agreement, including such amendments as are permitted therein; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

This \_\_ day of August, 2016.

Approved as to form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Stephanie C. Kelly, Charlotte Council Clerk



**Agenda Date: 8/22/2016**

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**Agenda #: 34.File #: 15-3779 Type: Consent Item**

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## **Landscape Installation Services**

### **Action:**

**Approve landscape installation services contracts with each of the following firms:**

- **Roundtree Companies, LLC, \$125,000,**
- **Champion Landscape, Inc., \$125,000, and**
- **Carolina Wetland Services, Inc., \$75,000.**

### **Staff Resource(s):**

Quin Hall, Engineering & Property Management

### **Explanation**

- These contracts provide continuous landscape installation services for City Right-of-Way in coordination with TreesCharlotte plantings in neighborhoods, schools and parks. Landscaping work includes but is not limited to plant material installation in the planting strip (between the curb and sidewalk), behind sidewalk and in medians. In addition, stump grinding/removal may be needed on certain projects where tree replacement is occurring.
- On June 6, 2016, a Request for Proposal was advertised; three proposals were received from interested service providers for the Right-of-Way and TreesCharlotte projects.
- The Evaluation Committee comprised of City staff from Engineering & Property Management and Landscape Management, selected the firms based on qualifications and experience of the firm in providing similar services for similar projects, qualifications and relevant experience of key team members, availability of team members, available equipment resources, price, and responsiveness of proposal package.
- Total expenditures across all of the above contracts are estimated to be \$325,000 in the aggregate over a one year term.
- Work is anticipated to begin November 1, 2016, and be complete by April 2017.

### **Charlotte Business INclusion**

No subcontracting goals were established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy). However, two contracts will be awarded to the following certified firms, resulting in \$200,000 (61.5%) total MWSBE utilization:

- Roundtree Companies, LLC (\$125,000) (SBE)
- Carolina Wetland Services, Inc. (\$75,000) (SBE, WBE)

### **Fiscal Note**

Funding: Engineering & Property Management Operating Budget



**Agenda Date:** 8/22/2016

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**Agenda #:** 35.**File #:** 15-3761 **Type:** Consent Item

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## **National Flood Insurance Program Plan Submission**

**Action:**

**Adopt and approve submission of Public Information and Flood Response Plans to the National Flood Insurance Program.**

**Staff Resource(s):**

Daryl Hammock, Engineering & Property Management  
Rich Granger, Fire

**Explanation**

- The National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that encourages floodplain management activities that exceed the minimum federal requirements. The NFIP is administered locally by Mecklenburg County on the City's behalf.
- Flood insurance rates are discounted in CRS-participating communities to reflect the reduced flood risk resulting from the community actions.
- CRS currently benefits the 2,900 Charlotte residents who have flood insurance, saving approximately \$400,000 in annual premiums.
- The CRS consists of 19 creditable activities, including public outreach and flood response actions, many of which currently represent the policies of the Charlotte City Council and City administrative practices. Activities are reviewed for credit by CRS every three years.
- CRS staff visited Charlotte in December and met with staff to review documentation and seek clarification on elements and activities.
- Afterward CRS determined that these plans must be adopted by Council for activities related to flood communication and flood response to be credited under the current CRS program.
- Staff has assembled Charlotte's current public education and flood response related endeavors, budgets, policies and administrative practices for submittal to the CRS evaluators.
- The action will certify these endeavors are those of the City, and will endorse staff's submittal to the NFIP.
- Once these plans are adopted and credited, Charlotte will either keep the current CRS class (which results in a 25% discount), or improve the class. Each improved (lowered) class reduces flood insurance rates by an additional 5% for residents.
- The action does not commit Charlotte to additional activities, cause additional expenditures, or hinder future changes to policies, ordinances, or prevent administrative improvements that are warranted from time to time.
- The NFIP's decision on an award of additional points to Charlotte is expected to occur this fall.

**Attachment**

Public Information Plan  
Flood Warning and Response Plan



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# UMBRELLA PLAN FOR PUBLIC INFORMATION

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AUGUST 22, 2016  
CHARLOTTE-MECKLENBURG STORM WATER SERVICES

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## PURPOSE OF THE UMBRELLA PLAN FOR PUBLIC INFORMATION

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Mecklenburg County and the City of Charlotte implemented the Community Rating System (CRS) in 1991. The CRS program evaluates a community's risk of flooding, prevention efforts, education outreach, flood response and other efforts to attenuate the impact of natural flooding disaster. Communities are ranked according to their efforts on a national scale. The National Flood Insurance Program (NFIP) offers significant discounts to policy holders for properties within a ranked community. The higher the CRS ranks a community, the greater the discount offered by the NFIP for flood insurance policies. Policyholders receive statements showing the CRS discount applied by the NFIP. The locally implemented CRS program is submitted for certification by FEMA for evaluation and recertification every 5 years.

In 2010, the City of Charlotte and Mecklenburg County earned a CRS ranking of 5. This ranking resulted in a 20% discount on flood insurance policies for properties within City limits. The discount is directly due to the efforts of the staff of the community floodplain management office and citizen panels, and, the support of elected officials to implement the CRS program. A NFIP program policy change in effect 2015 requires that certain major components of the CRS program be individually submitted to elected officials, requiring governing bodies to adopt those components, and directing staff and agencies to implement, monitor and evaluate those components. This policy requires that governing bodies in communities participating in the CRS vote to adopt their community's Plan for Public Information.

The Charlotte-Mecklenburg Storm Water Services (CMSWS) *Umbrella Plan for Public Information* (PPI) is a major component of the CRS program and an essential tool for flood safety education, flood insurance marketing, disaster preparedness and flood response outreach. Promoting flood safety, providing disaster response, preventing losses, and, ultimately, protecting the citizens of this community requires a comprehensive approach. Educating citizens and raising public awareness of the effects of flooding and the existence of flood hazards is key to reducing flood losses. The plan was developed by a committee including CMSWS floodplain management staff and the Storm Water Advisory Committee (SWAC). Upon completion of the PPI, SWAC has endorsed the Umbrella Plan for Public Information and is submitting it to the Charlotte City Council for adoption. The PPI is written to allow for ongoing evaluation and ad hoc adjustment over the 5-year period, giving staff and SWAC the ability to address emerging issues and to utilize efficiencies in budgeting, labor and technologies..

Promoting flood safety, providing disaster response, preventing losses, and, ultimately, protecting the citizens of this community requires a comprehensive approach. Educating citizens and raising public awareness of the effects of flooding and the existence of flood hazards is key to reducing flood losses.

## PPI COMMITTEE COMPOSITION

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The PPI Committee is comprised of the County Floodplain Management office staff and the membership of the Storm Water Advisory Committee, including representation from citizens of the City of Charlotte and the Towns of Cornelius, Davidson, Huntersville, Mint Hill, Matthews and Pineville. Members of SWAC PPI Committee include:

<b>SWAC Membership</b>	<b>Staff Representatives</b>
Jamey Baysinger II, PE, Chair John R. Buric, Esq., Vice Chair Jim Bowen, Ph.D. Roger Diedrich D. Ryan Hamrick Leslie Jones Jim Merrifield Molly Murchison *(new member) Richard Saltrick	Dave Canaan, Mecklenburg County (Floodplain Management Office) Daryl Hammock, City of Charlotte, Assistant Division Manager Alyssa Dodd, City of Charlotte, Public Information Mark Boone, Mecklenburg County, Public Information Tim Trautman, CFM, Mecklenburg County, Mitigation Program

The PPI committee met on October 17, 2015, to review community public opinion assessments and considered public information options and practices. Staff presented graphic design elements, campaign strategies and media and other outreach options. On February 18, 2016, SWAC formally endorsed the PPI plan and sent their endorsement to CRS reviewers. On July 21, 2016, SWAC voted to give final approval of the “Umbrella PPI” and submit the plan for adoption by Charlotte City Council for implementation for five years.

## COMMUNITY ASSESSMENT

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Community assessment is measured and gathered from multiple input.

**Opinion Survey:** Each year, CMSWS contracts with an approved vendor for the services of conducting an opinion survey to measure community acceptance of CMSWS messaging and media.

**Earned media:** CMSWS staff log all media inquiries and stories (print, broadcast media and social media) related to stormwater in Mecklenburg County.

**Statistics:** CMSWS staff gather statistics, including media, social media audience traits, volunteer participation, customer service data, miles of stream evaluated, number of flooding incidents and claims made, number of injuries and deaths due to flooding.

**Expenditures and performance:** CMSWS staff evaluate message methodology and consult with media experts to evaluate channels for messaging, earned media and audience pools.

**Demographics:** In addition to US Census data and multiple other sets of demographic databases, the staff of CMSWS utilize GIS data to fine tune messaging.

These community assessment measures allow staff to evaluate the most effective and efficient means for messaging and assist in the budget negotiations process. For example, budget allocation for outreach is often portioned by responses to opinion survey questions regarding individuals' preferences on how to receive media messages. In another example, geographic targeting of print material may be swayed by factors including proximity to floodplain and may be translated into non-English text, if advised by assessment.

## TARGET AUDIENCES

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There are multiple target audiences selected for CMSWS messaging activities. For the purposes of Community Rating System, those audiences have been generalized below:

- **Mecklenburg County Residents:** the community-at-large
- **SFHA/Repetitive Loss Area Residents:** residents with property in the floodplain, including Community Floodplain
- **Physical Map Revision Area Residents:** residents living within areas where floodplain maps are being revised
- **Surveyors:** professionals in the engineering and mapping field affected by stormwater ordinances
- **Real Estate Professionals:** anyone representing buyer and renters and sellers in the real estate industry

Messaging for each of the above audiences is specifically tailored to the response and outcome desired.

## MESSAGES AND OUTCOMES

CRS Topics included in PPI		
Priority Topics	Example Messages	Outcome
<b>1. Know your flood hazard</b>	Your property is within the SFHA. Your property is subject to flooding. Find out about your flood hazard.	Increase in the number of map information inquiries. Increase in number of web page hits, twitter/Facebook followers/likes. Increase in the number of people getting technical help
<b>2. Insure your property for your flood hazard</b>	You need flood insurance. Renters should buy flood insurance for their contents. Take advantage of a low-cost Preferred Risk Policy.	The total number of SFHA policies increases
<b>3. Protect people from the hazard</b>	Turn around, don't drown.	Increase awareness about flood safety. Decrease in street flooding rescue operations
<b>4. Protect your property from the hazard</b>	Replace your flooded furnace with one elevated above the flood level. Keep debris and trash out of the streams and ditches. Do not dump - Drains to Creek. No Dumping: Only rain goes down the storm drain.	Drainage inspectors report fewer calls and a decrease in the amount of trash removed
<b>5. Build responsibly</b>	Get a permit before you build. Know the substantial damage rules (and the ICC benefits). You can see them at website. All projects should be at least 10 feet from the property line so you don't alter the drainage between homes.	Fewer in permit holds.
<b>6. Protect natural floodplain functions</b>	No pollutants down the storm drains; they drain to the river. Report broken silt fences: they help keep our streams clean. UBI to address 540 stream dumping regulations	Fewer flood related calls

<b>Additional Topics</b>		
<b>7. General preparedness - Campaigns</b>	<p>Awareness – Pay attention to flood watches and warnings.</p> <p>Responsibility – Don't ever walk or drive through floodwater. Find out if your property is in a regulated floodplain.</p> <p>Knowledge – Know that regular insurance doesn't cover flood damage. Know that flooding can and does happen outside of mapped floodplains.</p>	The total number of SFHA policies increases
<b>8. Floodplain Property Retrofit Program Campaign</b>	<p>We can help you get a grant to elevate your home. Call us to Apply for a grant today or at <a href="http://www.stormwater.charmeck.org">www.stormwater.charmeck.org</a>.</p> <p>You are in a repetitively flooded area</p>	Increase in grant funding applications
<b>9. Creek Signage</b>	Adopt a Stream	Increase awareness about flood safety.
<b>10. Realtor Education</b>	Realtors should advise house hunters about flood hazard; provide REB Brochure for house hunters.	Increase distribution of REB brochure and number of trainings.

## **ADOPTION OF PPI AND ANNUAL EVALUATION**

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The Community Rating System requires adoption of the PPI by the appropriate governing body.

Key dates in PPI development and adoption:

- October 17, 2015 - The PPI committee met to review community public opinion assessments, consider public information options and practices. Staff presented graphic design elements, campaign strategies, media and other outreach options.
- February 18, 2016 - SWAC formally endorsed the PPI plan and sent their endorsement to CRS reviewers.
- July 21, 2016 - The final draft of the PPI is presented to SWAC for final comment and approval. The SWAC approved 5-year PPI plan will then move forward for adoption by Charlotte City Council.

The Community Rating System requires that the PPI Committee meet twice annually for the period of five years following adoption. The committee will meet to review progress and adjust tactics as issues arise.

### ***Implementation and Evaluation Plan***

Each year, staff conduct an annual opinion survey, gather flood insurance information statistics, review budget allocations and gather earned-PR to evaluate PPI effectiveness. The joint PPI committee of SWAC and CMSWS staff meet twice annually to monitor PPI implementation, guide necessary adjustments in tactics, evaluate effectiveness and efficiencies, and develop an annual evaluation summary to share with Charlotte City Council in the fall. In the fifth annual year, the City Council will consider adopting a revised PPI for another five years.

## **OUTREACH PROGRAMS ACTIVITIES**

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The following list details outreach program activities conducted as part of the PPI. An Appendix to this document details how the CRS will apply credit for these activities.

### **Adopt-A-Stream**

Residents and/or businesses adopt stream segments and clean them twice a year.

### **Annual Reporting & Statistics**

Staff compile CMSWS performance statistics.

### **Annual Stream Cleanup Event**

Staff coordinates more than 500 volunteers during this event to remove trash and recycling from local creeks and lakes at several locations throughout the County. **Briar Creek-Chantilly Outreach**

The Briar Creek-Chantilly Project is a joint project between the City and County that includes a floodplain buy-out of the Doral-Cavalier apartments, stream restoration, establishment of a five-acre pond, installation of stormwater control measures, and the development of a park and greenway setting next to the Chantilly Montessori School.

### **Brochures, Publications and Promotional Products**

Staff maintains brochures, publications and promotional products listed in this plan for distribution during public events and service requests.

### **Capital Improvement Project Communications**

CMSWS implements Capital Improvement Projects to improve water quality and mitigate flood losses. The City focuses on stream restoration on the minor system and maintenance of stormwater infrastructure within City limits while the County focuses on stream restoration and floodplain buyouts on the major system throughout the County. Staff maintain project web pages and write, design, print and mail postcards to provide project updates and announce public meetings. Postcards are sent to property owners, elected officials, SWAC members, grant administrators, and other stakeholders as applicable.

### **Clean Streams Residential**

The Clean Streams Residential presentation targets residents with yard care tips. This presentation has been provided to internal employees as part of “lunch and learns”, to local large businesses such as Wells Fargo’s Green Team, to residents at libraries and through the NC Extension Master Gardener program.

### **Community Rating System Communication Plan and Newsletter**

Each spring, staff develops an annual “Floodplain Flash,” newsletter which is post mailed to approximately 5,000 recipients. This mailing list includes those who own property in or adjacent to mapped regulated floodplains. Digital copies are also sent to elected officials, public works officials

and select emergency responders in all local jurisdictions (City, Towns and County). Topics in the newsletter include those required by the CRS program and information relevant to property owners in Charlotte- Mecklenburg's mapped floodplains. Throughout the year, staff also maintains a list of outreach and education activities that fall under CRS required outreach and education.

### **Creek ReLeaf**

The Creek ReLeaf Program is a collaborative effort of CMSWS, Charlotte Public Tree Fund, the Center for Sustainability at Central Piedmont Community College, and the Sierra Club Central Piedmont Group to plant trees in riparian areas (floodplain and stream buffers) of Mecklenburg County. On average, the event attracts more than 500 volunteers who plant 1,500 – 1,800 bareroot seedlings.

### **Floodplain Map Information**

Staff fulfills public notification requirements before, during and after the multi-year process of remapping floodplains. This includes mailed public meeting invitations, detailed information on a CMSWS web page and assisting CMSWS staff with a communication strategy. CMSWS has a special agreement with FEMA that allows it to develop its own floodplain maps. CMSWS notifies the public about map changes, holds public hearings to show the maps, and provides property owners and residents with multiple opportunities to comment and ask questions about the maps.

### **Grease Free Campaign & Support Activities**

Since 2000, CMSWS and Charlotte Water have provided seminars for property managers that focus on the requirements for operating and maintaining a private sanitary sewer systems and educating residents about proper grease disposal.

### **Illicit Discharge Detection and Elimination (IDDE) Outreach**

Each year staff implement IDDE education and outreach. This may include review of Pollution Prevention fact sheets and/or developing new ones as needed, designing and ordering new promotional materials, or determining and implementing creative ways to reach the target audiences.

### **Keeping Watch: City of Creeks**

Keeping Watch is a three-year community awareness and engagement project coordinated by the UNC Charlotte Urban Institute and College and Arts and Architecture focused on environmental issues. In 2015, CMSWS staff participated in activities related to water quality specifically The Passage of Rain project in Revolution Park. In 2016, staff will continue with follow up activities that build upon that project.

### **Mass Media Campaign**

Staff collaborate with a consultant to provide media buying and creative services that supports use of TV, radio, newsprint, bus ads, billboards, parking lot banners, social media and paid news stories for outreach and education. Staff selects key messages, themes, target audiences, and campaign focus areas for the consultant to develop advertisements and negotiate with local media organizations for

time and space. Monthly meetings allow staff to track activities, provide guidance and respond to events and opportunities.

### **Meteorologist Outreach**

Staff promotes CMSWS as a resource for local TV meteorologists and reporters needing information about rainfall totals, stream depth, flood preparedness and flooding history. In the past, this included spring meetings with meteorologists from local TV stations and a select reporter from the Charlotte Observer to discuss the information we can offer and how they can help us with key messages about protecting lives and property from flooding.

### **Municipal Site Employee Training**

The County and City coordinate activities to train employees who work at select municipal sites (based on pollution potential) on municipal pollution prevention and Illicit Discharge Detection and Elimination.

### **News Media Relations & Outreach**

Staff writes and issues news releases to respond to breaking news, inspire stories about projects and/or flood related and water quality information, and encourage use of the Flood Information & Notification System (FINS) data.

### **Phase II Partners' Education and Outreach**

Staff provide a variety of education activities on behalf of the “Six Towns”, CMS, and CPCC as part of a contract to assist them with Phase II education and participation requirements. Activities include distribution of educational brochures, maintenance of a website, and providing newsletter articles and posts, for Facebook and Twitter. Two additional newsletter articles are also created for the Town of Mint Hill that are specific to target pollutants of the Goose Creek Total Maximum Daily Load.

### **Post Construction Stormwater Ordinance (PCSO) Education**

Providing Post Construction practices education is a requirement of City and County’s NPDES MS4 permits.

### **Promotional Products**

Staff works together to order and maintain a variety of promotional products so they are on hand for public events and presentations. These products have water quality, flooding or mixed messages.

### **Public Events and Meetings**

Staff attend several long standing events throughout the year. Examples of long standing events include Earth Day, the Real Estate Expo, the City of Charlotte’s Landscaper Contractor’s Breakfast, the annual Surveyor’s Workshop, UNCC’s STEM Education Day, GIS Day, Career Days, and Science Fairs. Staff also attend events/ public meetings that are one-time events associated with CMSWS projects or related community events. Attendance at these public events/meetings requires

preparation and maintenance of a display, brochures, and promotional products, and providing follow-up with contacts made at these events.

### **Public Opinion Survey**

A survey of public awareness opinion regarding stormwater and of media campaign messages is conducted each year. The survey consists of 30 to 40 questions and is conducted by mail, website, or landline and cell phone interviews in either English or Spanish.

### **Risk Assessment and Risk Reduction Communications**

This activity is directed by a formal plan adopted by county commissioners that scores and identifies structures at the highest risk of repeated flooding. Each property in the mapped, regulated floodplain was given a *Flood Risk Property Score*, a list of *Risk Reduction Recommendations*, and a *Flood Mitigation Priority Score*. Staff develops a communication strategy for working with owners of the highest scoring properties.

### **Realtor Education and Expo**

Staff promotes CMSWS as a resource for realtors needing information related to buffers, floodplain restrictions and drainage issues. This includes creating, printing and updating REB Brochure, updating information on the website, and encouraging SWS to sponsor a booth at the annual Realtors Expo (spring) with staff who can answer detailed questions about buffers and floodplain maps.

### **Regional Storm Water Partnership**

Staff serve on the Executive Committee of the Regional Stormwater Partnership. The IDEAS Center at UNC Charlotte facilitates and administrates this partnership which includes municipalities throughout the region that are interested in collaborating on education and outreach initiatives to meet NPDES stormwater permit requirements.

### **School Presentations**

Staff leads school presentations across the County. These presentations are approximately 45 minutes in length, but can be modified to fit a teacher's schedule.

### **Signage**

CMSWS has installed hundreds of education signs across the City and County to educate the public about stream restoration projects, promote Adopt-A-Stream (AAS) locations, and highlight the location of creek crossings. An inventory of creek crossing and AAS signs was conducted in the summer of 2015. This includes determining the signs that need to be updated, a photo log, and their locations.

### **Social Media**

Staff write content and monitoring social media channels. Currently the CMSWS' media agency provides assistance with posts, monitoring and boosting. Flood messages are provided to other

social media coordinators at the Charlotte-Mecklenburg Emergency Management, Charlotte Fire and to the Mecklenburg County Land Use and Environmental Services Agency.

### **Storm Drain Marking**

This program provides residents with the opportunity to mark storm drains with the message, “Do Not Dump – Drains to Creek”.

### **Surveyor Workshop**

Staff publicizes the annual Surveyor’s Workshop which is usually held in November/ December and typically covers water quality issues, water quality buffers, floodplain maps, and floodplain map changes. The majority of publicity is by email and promotion of information and materials on the website.

### **Storm Water Utility Fee Change Information**

On an annual basis, staff coordinate information related to fee changes planned by the County, City or Towns. By the end of July, the “fee grid” must be updated and posted to the CMSWS website.

### **Utility Bill Inserts**

Utility Bill Inserts (UBIs) are double sided paper fliers included with Charlotte Water Utility bills. UBIs are sent to approximately 240,000 customers several times a year and to an additional 19,300 customers with semi-annual accounts twice a year. Staff coordinates with the media consulting firm to develop content and coordinate with the printer and City finance office.

### **Videos**

Staff plans to provide a variety of videos for communicating messages via the website, social media channels, and presentations. Staff envisions videos that will range from highly produced to no production at all. They plan to use footage from creek cams, GoPro cameras, cell phone cameras and drones.

### **Volunteer Appreciation Events**

Volunteers are recognized annually at County Commissioner meetings and a Volunteer Appreciation Event every two to five years.

### **Volunteer Monitoring**

The Volunteer Monitoring Program allows residents to monitor the health of local streams, flag problem areas for further investigation by CMSWS staff, and compare data with other volunteer monitoring groups. Volunteers sign a contract that details their responsibility to monitor their stream site a minimum of 10 times per year for physical and chemical parameters, three times per year for coliform bacteria, and one time per year for benthic macro invertebrates. Staff promotes the program, maintains volunteer monitoring kits, coordinates and trains volunteers.

### **Water Watchers App**

The Water Watchers App was launched in April 2013. The purpose of the App is to provide smart phone users a method for reporting pollution.

## Website Management

Staff coordinating with the CMSWS Web Team, to create, review and update all website content.

## Post-Flood Media Campaign

Staff creates and revises standard materials and information for distribution after a catastrophic flood event.

## *Publications/ Materials*

The following is a comprehensive list of publications and promotional products currently maintained by CMSWS. At the year-end meeting in July, staff reviews this list and determines if any should be updated, printed and/or ordered during the following fiscal year.

### Service Requests

- *A Brief Look at Charlotte-Mecklenburg Storm Water Services* (booklet, online)
- *Citizen Requests for Storm Water Services* (City) (brochure, 2015)

### Flooding

- “*After the Flood*” packets with health, safety, and flood repair information
- Buying or selling property in a floodplain
- “*Despues de La Tormenta*” Spanish version of “*After the Flood*”
- “*In a Flood, Who Does What*” (handouts/ pdf online)
- Turn Around/Don’t Drown (card, no date)
- Do you have Flood Insurance? (card, no date, online)
- Flood Information & Notification System (FINS)
- Flood Insurance Facts and “How To” Guide (fact sheet, no date, online)
- Flood Insurance Flier and Fact Sheet
- Floodplain Acquisition handouts
- Floodplain Buyout Program (brochure, 2014, online)
- Flood Safety (brochure, no date, online)
- Floodplain Flash (newsletter, 2016, online)
- In the Time it Takes to Open an Umbrella (card, online)
- Street flooded? Turn Around, Don’t Drown! (card, online)
- Recovering from a flood in your home or business (packet of various fliers and handouts)
- In a flood, who does what

### Pollution Prevention

Fact Sheets for the following information (from Pollution Prevention portion of the website):

BMPs for Managers of Apartments and Condos	BMPs for Coal-Tar-Based Sealants
BMPs for Vehicle and Equipment Repair	BMPs for Carpet Cleaning Industry
BMPs for Commercial Property Management	BMPs for Concrete Industry
BMPs for Landscape Maintenance Industry	BMPs for Municipal Contractors
BMPs for Painting Industry	BMPs for Swimming Pools and Spas

BMPs for Pressure Washers, Vehicle Detailers, and Other Surface Cleaning Operations For Outdoor Washing Activities: Commercially- Available Containment, Collection and Filtering products for Stormwater Compliance BMPs for Rooftop Work Storm Water Pollution (factsheet, 2004, online)	BMPs for the Food Service Industry Acceptable Practices for Disposal of Wash Water from Pressure Washing, Vehicle Detailing and Other Surface Cleaning BMPs for the Stone Cutting Industry Pollution Prevention a Guide to Yard Waste
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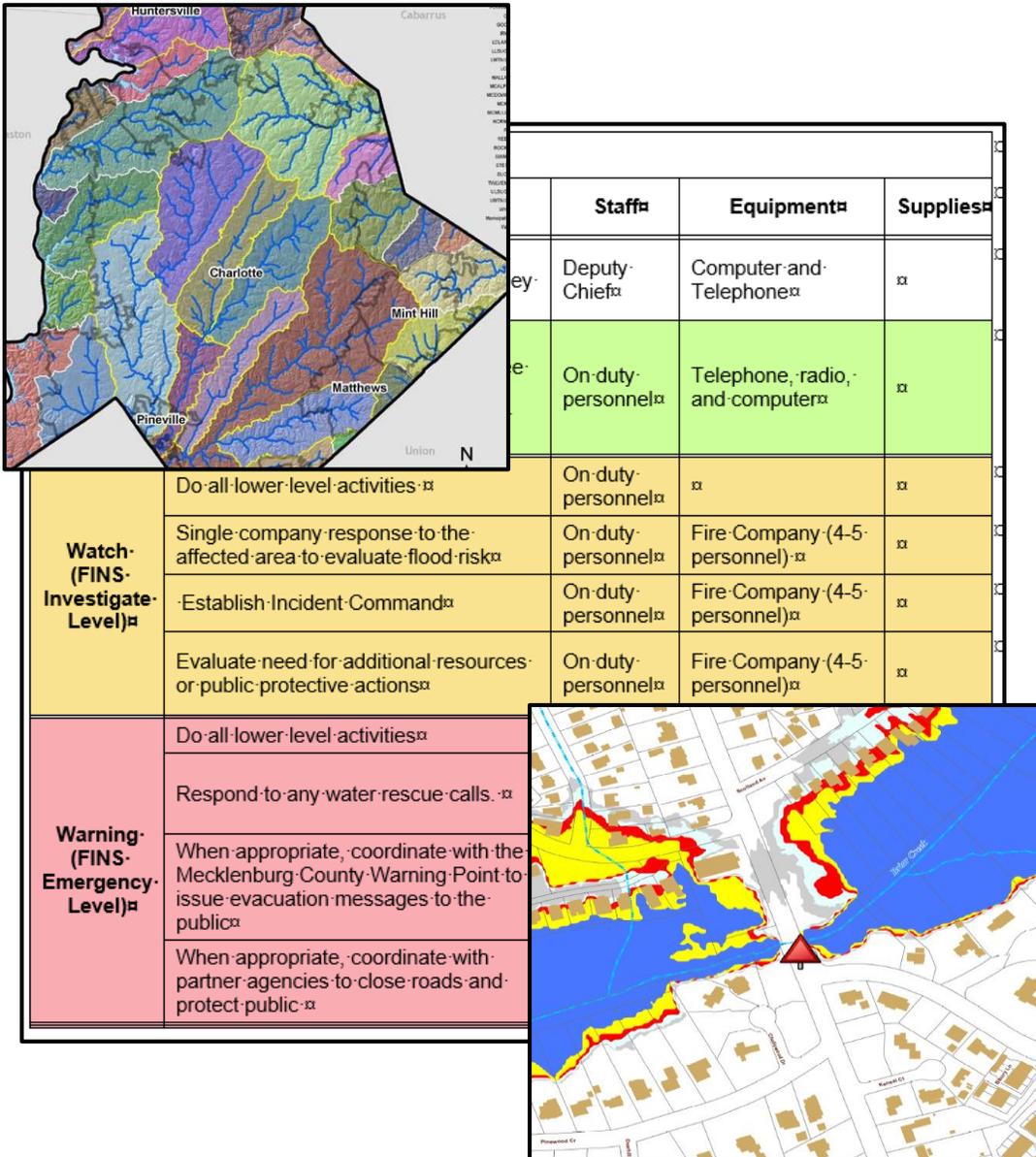
***Associated Policies, Guidance and Protocols***

- CMSWS staff that implements activities of this plan should also be familiar with the following documents:
- City of Charlotte Storm Water Services News Media Protocol
- City of Charlotte Storm Water Services Project Communication Plan
- City of Charlotte Social Media Policy & Frequently Asked Questions (2014)
- Mecklenburg County Storm Water Services Guidelines for Working with News Media (2013)
- Mecklenburg County Storm Water Services Capital Project Communication Plan (2014)
- Mecklenburg County Water & Land Resources Communicating in a Crisis Plan (2014)
- Mecklenburg County Social Media Policy (2014)

## APPENDICES

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# CHARLOTTE-MECKLENBURG Flood Warning and Response Plan



July, 2016

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## The Flood Hazard

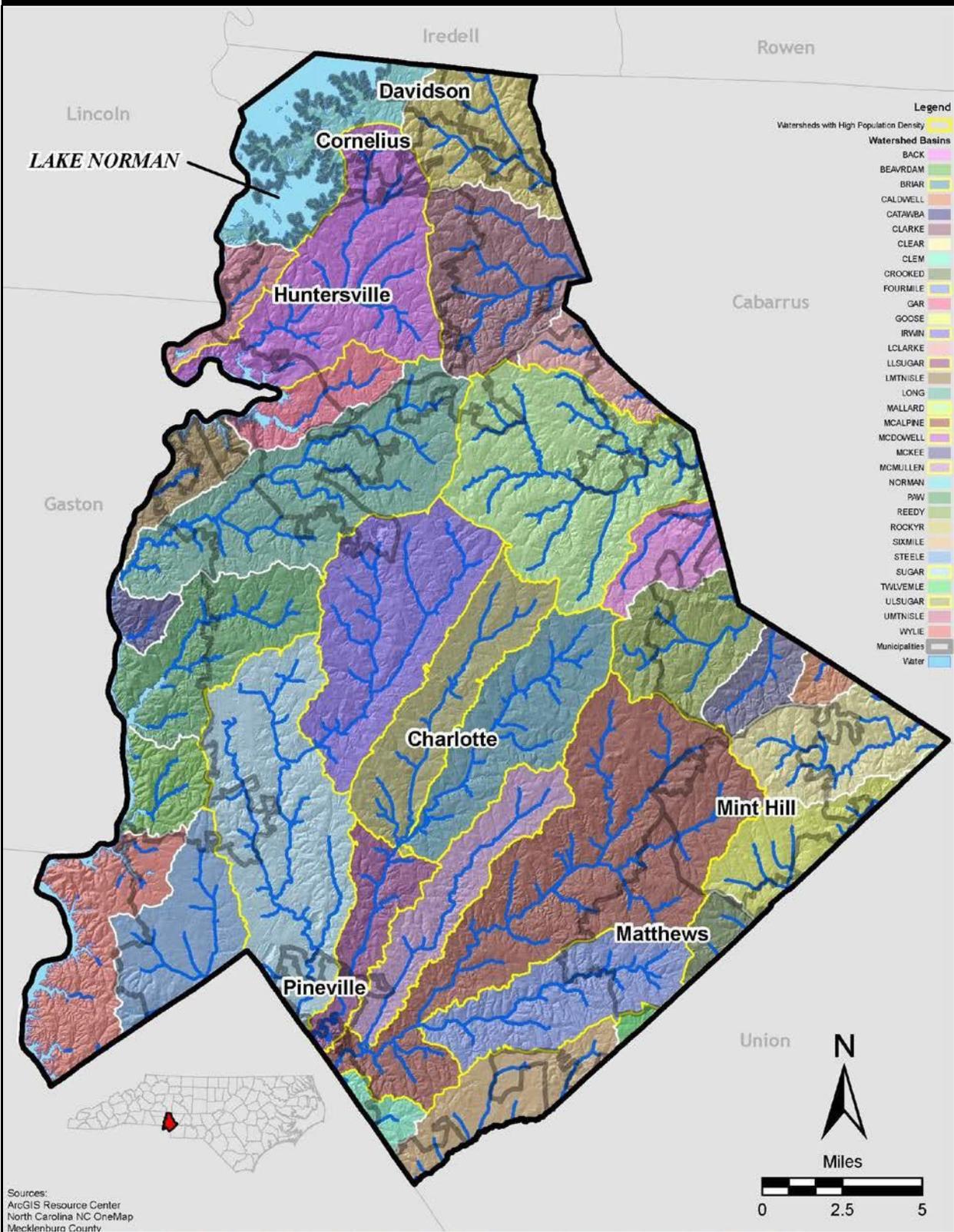
Mecklenburg County is estimated to have more than 3,000 miles of streams varying in size and depth within its boundaries, the western two-thirds of which drain to the Catawba River System while the eastern one-third drains to the Yadkin River System. Both of these river systems drain south into South Carolina and eventually flow into the Atlantic Ocean. When heavy or prolonged rainfall events occur, these rivers and streams are susceptible to some degree of flooding. There have been a number of past riverine flood events, ranging widely in terms of location, magnitude and impact. The most frequent flood events have been localized in nature, resulting from heavy rains occurring in a short period of time over urbanized areas that are not able to adequately handle storm water runoff.

Approximately 104 significant flood events are known to have occurred between 1900 and 2014 in Mecklenburg County. The flood events documented resulted in a total of 19 known deaths and four known injuries, and approximately \$41.4 million in total reported property damages. Based on historical and anecdotal evidence, it is clear that there is a relatively high frequency of flooding in Mecklenburg County.

The most recent major and damaging flood event occurred in August 2008 when the remnants of Tropical Storm Fay stalled just west of the Appalachian Mountains, resulting in a prolonged, moist south to southeasterly flow over western North Carolina. In total, downpours from the remnants of Tropical Storm Fay flooded more than 600 structures and required the evacuation of dozens of people, including 20 swift-water rescues made by the Charlotte Fire Department. Total estimated damages from the event was \$8.5 million, and approximately 90% of the flooding was in the Briar Creek Watershed. Rainfall in a 24-hour period in northeastern Mecklenburg County exceeded 11 inches. Stream gauges measuring how deep the water is in local creeks set 19 new records, exceeding the 100-year flood level in some areas.

Other devastating flood events in Mecklenburg County occurred in August 1995 and July 1997. The flooding in 1995 was caused by excessive rainfall from the remnants of Tropical Storm Jerry, with rainfall ranging from 3.87 to 9.37 inches throughout the county. The highest rainfall amounts were concentrated in the southeastern part of the City of Charlotte between Providence Road and East Independence Boulevard, primarily in the Little Sugar Creek and McAlpine Creek drainage basins. The recurrence interval for a 24-hour storm exceeded 100 years in this part of the city. Due to the flooding, approximately \$4 million in flood insurance claims were paid and \$1 million in loans were issued for the repair of properties. Two years later in July 1997, the remnants of Hurricane Danny caused an estimated total of \$8.5 million in property damage in Mecklenburg County and the loss of three lives in floodwaters, including a child in Charlotte who drowned when floodwater swept her into a creek. The maximum total rainfall during the 1997 storm was 13.11 inches and the maximum rainfall amount measured in a continuous 24-hour period was 11.40 inches, which exceeds the 100-year storm total by 4.3 inches. The 24-hour rainfall recurrence interval exceeded 100 years for much of the central part of Mecklenburg County, including a large percentage of the Irwin Creek and Little Sugar Creek Basins (USGS, 1998). The figure below shows the major water bodies in Mecklenburg County according its 33 unique watersheds.

# Major Water Bodies in Mecklenburg County, by Watershed



## Flood Response Levels

Charlotte Mecklenburg Storm Water Services (CMSWS) operates a Flood Information & Notification System (FINS) which alerts local fire, police, emergency management and MEDIC to the threat or actual danger of flooding in Mecklenburg County.

FINS issues three levels of flood warning notifications directly to emergency management. All three levels of flood warning are automatically generated using computer software that monitors 71 rain gauges, 52 creek gauges, and 3 lake level gauges. Threshold levels can be based on real-time measured rainfall in an interval of time or a real-time measured creek or lake level.

The initial or an **Alert level** of warning is issued when a certain creek begins to rise and exceeds a predetermined threshold. At this level emergency management is made aware that a certain creek is rising and to stand by for possible additional warnings.

The second or an **Investigate level** of warning is issued when a certain creek continues to rise above the Alert level and then exceeds a predetermined threshold. At this level emergency management is made aware that a certain creek has risen to a level that could be dangerous and they will dispatch personnel to the location and take appropriate actions needed.

The third or an **Emergency level** of warning is issued when a certain creek continues to rise above the Investigate level then exceeds a predetermined threshold. At this level emergency management is made aware that a certain creek has risen to a level that is dangerous and they will dispatch personnel to the location (unless the personnel is already at the location due to the Investigate warning) and take appropriate actions needed to block roads or go door to door warning residence of the flood threat. The three levels of warning are correlated with static inundation maps at each gage site using the warning thresholds.

Appendix A contains static inundation maps for each gage site and countywide inundation maps for the three warning levels is planned to be released via [finslive](http://finslive.mecklenburgcountync.gov) - an online real-time interactive mapping website (<http://finslive.mecklenburgcountync.gov>). During rain events real time inundation maps could be viewed and compared with static inundation maps corresponding to the three levels of warning.

The flood response section of this plan contains predetermined actions to be taken by the various emergency support agencies for the three warning levels.

FINS automatically generates flood warning messages and provides emergency management with the location of the flood threat, a level of warning the current creek level, and time of report. The figure below is an example of an Investigate level flood warning email message generated by FINS.

Watchdog Watchdog | Canaan, Dave; Brock, Melonee; Trautman, Tim; Goode, David; Taylor, Crystal; + 28 | 4/15/2016

**INVESTIGATE Briar Creek at 3217 Shamrock Drive, Windsor Thames Apartments** has reached a str...

This is a message from the Charlotte-Mecklenburg FINS at 5:35:40 PM Friday, April 15, 2016.  
 A flood **INVESTIGATE** is in effect for the area near Briar Creek at 3217 Shamrock Drive, Windsor Thames Apartments. Consult your SOG for instructions.

**Threat Status:**

- DIADvisor computed sensor 6516, Briar Creek @ Shamrock Drive, current value is 676.64 ft MSL. This is  $\geq$  threat threshold of 676.6 ft MSL.
- In the last 10 min, DIADvisor observed sensor 6516, Briar Creek @ Shamrock Drive, had a change of 3.35 ft. This is  $>$  threat threshold of 0 ft.

**DIADvisor Last Reported:**

- Sensor 6516, Briar Creek @ Shamrock Drive, last reported at 4/15/2016 5:25:51 PM with a value of 676.64 ft MSL.

## Flood Threat Recognition

The purpose of a flood threat recognition system is to provide early warning to emergency managers and first responders. The nature of the flood threat in Mecklenburg County is localized flooding resulting from heavy rains occurring in a short period characterized by fast rise in creek levels and flash flooding. In response to the nature of the flood threat, Charlotte Mecklenburg Storm Water Services' (CMSWS) developed a local flood threat recognition system called the Flood Information & Notification System (FINS).

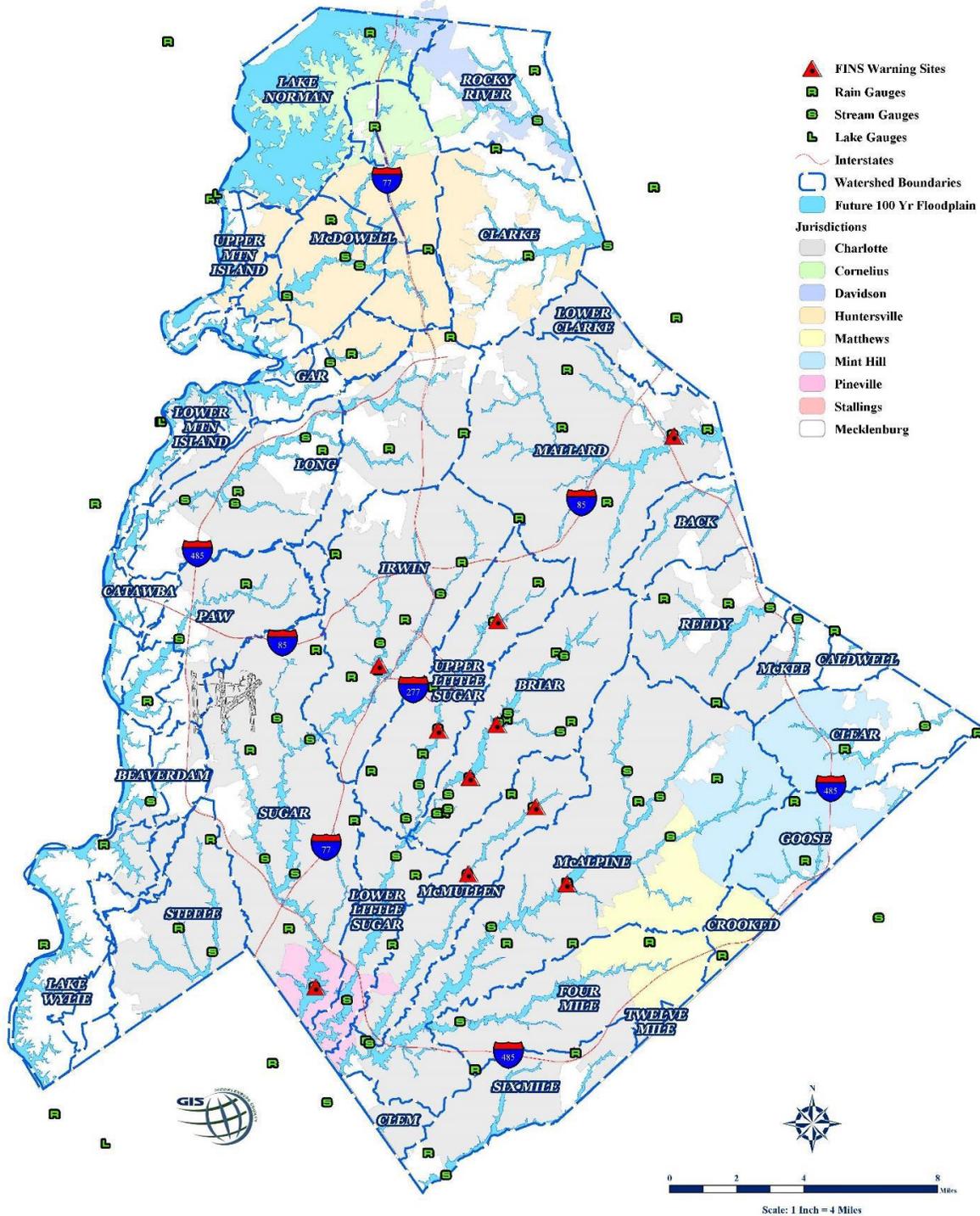
FINS consists of an extensive data collection and transmission system, a data management system, an expert evaluation system, and an automated notification system. The planning, design, and implementation of FINS is a culmination of efforts and ideas from several agencies including Charlotte-Mecklenburg Storm Water Services (CMSWS), the United States Geological Survey (USGS), David Ford Consulting Engineers and OneRain Inc. (DIADVisor and Contrail base station software). The data collection and transmission system is operated and maintained under a unique, cooperative program with the US Geological Survey.

### FINS Rain/stream gauge locations and Warning Sites

Fourteen sites with a history of repetitive and dangerous flooding have special FINS equipment. Emergency responders are automatically notified when stream depths at any of those 14 (see Table below) locations reach a certain threshold. The sites include:

Flood Threat Levels				
Location	Gage	Alert	Investigate	Emergency
1717 Providence Rd	Briar Creek @ Providence Rd	618.53	619.6	620.66
3217 Shamrock Dr.	Briar Creek @ Shamrock Drive	676.6	678	679
548 Bramlet Rd	Briar Creek @ Edwards Branch	None	None	642
1146 Mockingbird Ln	Little Hope Creek @ Seneca Place	605	605.7	607
1012 South Kings Dr.	Little Sugar @ Medical Center	623.8	625.8	627.8
3701 Haven Dr.	Little Sugar Creek @ Hillside	606	607	609
3143 Cullman Av	Little Sugar Creek @ 36thSt	None	683	None
505 Pavilion Blvd	Mallard Creek @ Harrisburg	582.6	584.6	586.6
7521 Sardis Rd	McAlpine Creek @ Sardis Road	566.7	568.7	570.7
5116 Addison Dr.	McMullen Creek @ Addison	None	661.2	None
3726 Sharon View Rd	McMullen Creek @ Sharon View	600.7	602.7	604.7
1701 W. Morehead St	Stewart Creek @ Morehead St.	625.69	629.13	633.51
12901 Downs Cir	Sugar Creek @ NC51 Pineville	529.1	532.1	535.1

Appendix A contains static inundation maps correlated with the three flood threat levels at each gage site.



FINS uses a hybrid system of poled and non-poled ALERT (Automated Local Evaluation in Real Time) type gages to transmit hydrologic and hydraulic information in real-time to a USGS base station and a FINS Contrail base station. The USGS base station simultaneously transmits

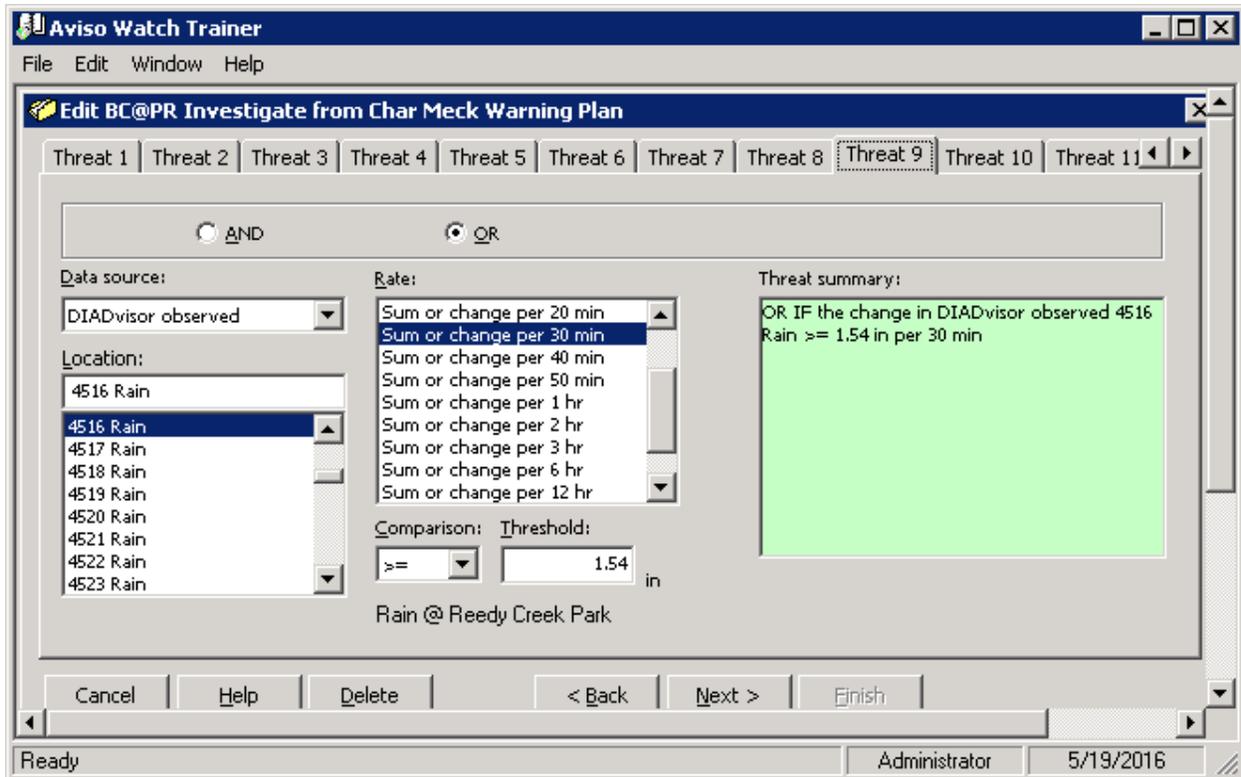
the data and sends the data by File Transfer Protocol (FTP) to an FTP server. The FTP server publishes the data over the internet which is then interpreted by County base stations through the DIADvisor (data management software from DIAD Incorporated). In the event of a break in the FTP connection, the County stations are equipped with antennas and "fail-over" protocols greatly reducing the possibility of loss of FINS during a critical storm event.

At the County base station, the WatchDog program developed and supported by David Ford Consulting Engineers, evaluates the hydrometeorological data. WatchDog works much like anti-virus software on a PC, analyzing water level, and rainfall depth "threat signatures" and continuously compares these signatures with real-time information. The threat signatures were defined through a vulnerability analysis that considered locations of people at risk and characteristics of damageable floodplain property, watershed response, and channel hydraulics. Computer models and geographic information system (GIS) databases played a critical role in this evaluation permitting us to draw important conclusions about vulnerability using products and services previously developed for storm water and facilities management in Mecklenburg County. Using an automated expert system allows threats to be detected without emergency personnel having to evaluate continuously the incoming hydrometeorological data. Contrail base station has the same fundamental approach to monitoring ALERT data, both Watchdog and Contrail run simultaneously 24/7.

The WatchDog and Contrail programs are multiple notification programs sending e-mails and text upon exceeding a set threshold. Watch Dog observes the DIADvisor program database and Contrail observes a SQL server database, each can respond to a wide variety of situations through a built-in complex logic system.

Currently, CMSWS is notifying recipients including storm water services, fire department, medic, police, local critical facilities, USGS, NWS, and transportation personnel.

The Figure below illustrates a WatchDog rule for one of the vulnerable sites, Briar Creek at Providence Road. This is a precipitation rule that has 11 threats. When a threat is detected, a notification is automatically sent following instructions developed under the "warning" tab. This rule looks at precipitation data from nine rainfall gages. The threat level shown in the figure states that if rate of rainfall at any of the nine gages is equal to or greater 1.54 inches in 30 minutes, a warning will be sent.



In addition to the primary FINS monitoring programs WatchDog and Contrail which are managed by CMSWS and USGS, an online real-time interactive mapping website called [finslive](http://finslive.mecklenburgcountync.gov/) is available to emergency management and the general public via the web address below: <http://finslive.mecklenburgcountync.gov/>.

This website gives emergency management real-time rainfall totals, creek and lake levels, live radar, live camera images of creeks, along with many other tools to help them make crucial decisions when responding to FINS flood warnings. For example, during actual rain events real time inundation maps could be viewed and compared with static inundation maps corresponding to the flood warning levels. Emergency management could then reference the predetermined actions to be taken at a particular warning level available in the flood response section of this plan.

### **Aviso FS Flood Forecasting**

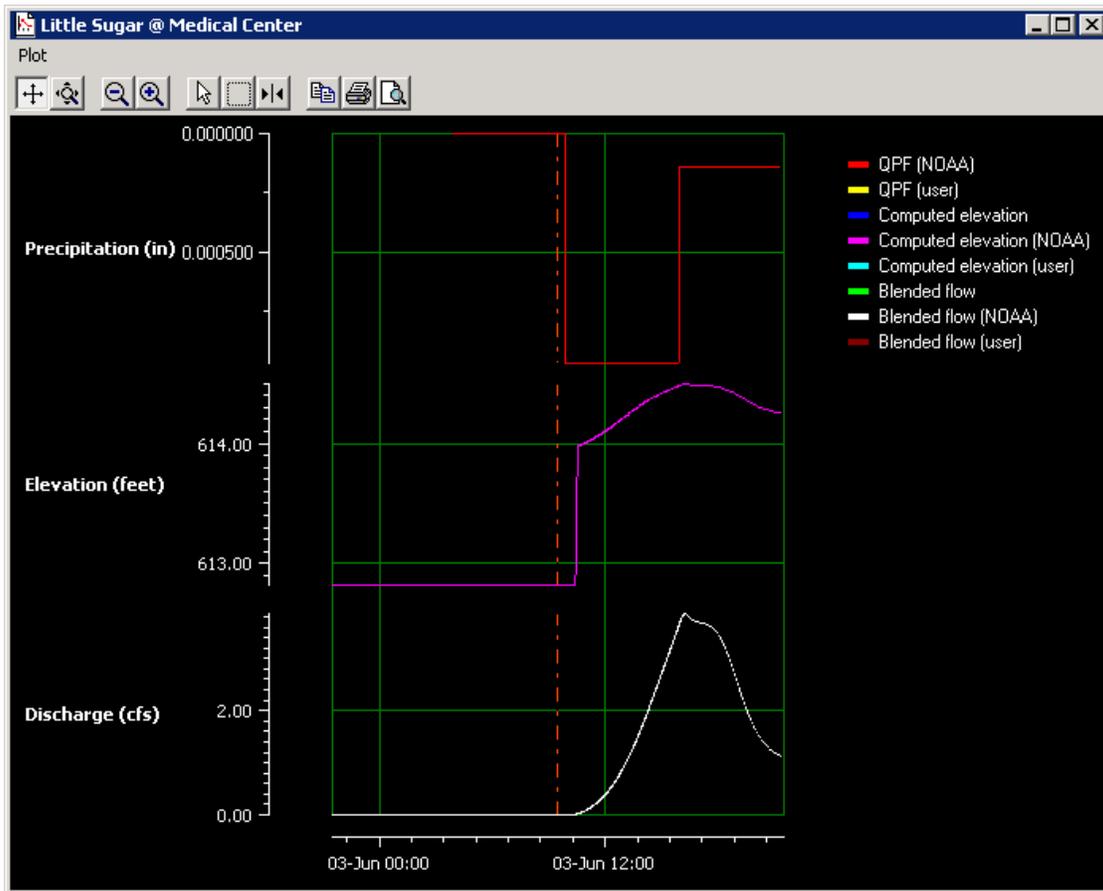
Mecklenburg County's flood threat recognition system capabilities include crest and timing predictions using Aviso FS (Forecasted Stage) - a watershed runoff forecasting application. Aviso FS integrates Mecklenburg County's internal HEC-HMS models for use in real-time flow forecasting.

The steps below are required to integrate the watershed models into Aviso FS:

1. Compute mean areal precipitation (MAP) for the creeks subbasins with ALERT rain gages in and near the boundaries of the watersheds.

2. Adjust the HEC-HMS watershed model to a model that can be used for forecasting. As necessary, modify model parameters, such as the infiltration method, to use the real-time forecasting features of HEC-HMS.
3. Integrate the rating curves at the stream gage locations that are included as computation points in the HEC-HMS models.
4. Write the forecast results to the County's Microsoft SQL (MS SQL) database.
5. Use the quantitative precipitation forecasts (QPFs) from the National Weather Service (NWS) to run Aviso FS.

The image below shows a 24hr window of rainfall, stream height, and stream discharge. The red dotted line in the middle of the graph represents the current time when the model was run, left of the line is 12hrs in the past, right of the line is 12hrs into the future.



## Flood Warning

When a flood threat is recognized using information gathered from FINS, Charlotte-Mecklenburg Emergency Management and other emergency services agencies will advise

relevant partner agencies, the general public, and critical facilities. The following methods may be utilized:

- ❖ Mass public notification. This includes geographically targeted prerecorded phone call messages to those in the hazard area.
- ❖ Charlotte Mecklenburg Alert System (CharmeckAlerts). This is a subscription based local emergency alert system that allows emergency management to push out phone notifications concerning immediate hazards.
- ❖ Emergency Alert System. The National Weather Service (NWS) often issues a “flash flood watch” for Mecklenburg County via the Emergency Alert System (EAS). A NWS flood watch for Mecklenburg County is a notice that the amount of rain expected will cause ponding and other flooding on small streams and ditches where much of the watershed has been urbanized.
- ❖ Door to door contact by Fire/Police staff or mobile public address systems. Fire and police personnel may go door to door in affected areas to notify residents and facilitate evacuation.
- ❖ Notification of key stakeholders. This notification will be coordinated through the Mecklenburg County Warning Point and utilize radio, phone and/or email systems. All notifications follow the Warning Point’s policies and procedures.
- ❖ Public Information Officers. Charlotte Fire Department Public Information Officers are on call 24 hours a day to distribute accurate information to the media in close coordination with city and county communication departments.

## Flood Response Activities

The purpose of the flood response plan is to identify appropriate flood response measures and responsible agencies. It should be noted that if the National Weather Service issues a watch or a warning related to severe weather that is expected to flood streets and affect the entire community, then the procedures outlined in the Charlotte-Mecklenburg Emergency Operations Plan (EOP) Severe Weather Annex is followed. If the watch or warning is related to creek/river flooding, then the Flood Warning and Response Plan is followed.

This plan recognizes that flood events typically share the following characteristics:

- ❖ Floods are multi-agency events.
- ❖ Floods are multi-jurisdictional events.
- ❖ Floods are haz-mat and public health events that can kill and injure on a large scale.
- ❖ Floods are long term events that can directly affect and exhaust emergency services personnel and citizens physically, emotionally, and mentally

Furthermore, the Charlotte-Mecklenburg Flood Response Plan is built upon the philosophy that flood events typically have a “phase-cycle.” Therefore, any response plan must be prepared to address the requirements of each cycle. Those elements of the flood phase cycle are:

- ❖ Phase 1-Development of a response plan based on an existing hazard assessment that includes historical flood data, emergency services capabilities, and the ability of the public to reasonably act.
- ❖ Phase 2-Often referred to as the “flash flood” phase and has the ability to catch citizens off-guard. During this phase, streams, creeks, rivers, and storm water management systems are full and water is beginning to cover roads and/or impact property. This phase is associated with “high speed” water. Most technical rescues occur during this phase; therefore, this phase poses the highest risk to rescuers.
- ❖ Phase 3-Streams, rivers, and creeks are now clearly out of their banks and the water is moving “down and out” or laterally. Agencies and citizens are now losing normal means of access of egress to affected areas. This phase is typically evacuation intensive since structures are now impacted. Evacuation assumes that citizens are able to remove themselves under their own power and using normal means. If citizens are being removed by boats or other resources, this is in fact rescue and is time consuming and labor intensive. Since essential infrastructure components are now being compromised, haz-mat issues may begin to surface.

- ❖ Phase 4-Often referred to as the “recovery” phase. As property owners and/or occupants return to an area, agencies will note an increase in injuries due to newly exposed hazards or an increase in illnesses due to mold and other flood related contaminants. Affected structures and roads should be inspected. Search and recovery, public health, infra-structure restoration, and haz-mat mitigation are the most prevalent concerns.

Each flood is unique and may not cover every phase in the cycle. For example, some events only reach the flash flood phase. The key is for emergency services agencies to be prepared and capable to address those response issues that occur during any particular phase of flood or swift water event.

During a flood response, the priority is to respond with actions that can prevent or reduce damage or injury. The flood response plan identifies the actions to be taken by the various emergency support agencies. In general flood response actions may include:

- ❖ Implementation of relevant Tactical Operations Guidelines for flooding events (fire department – see attachment E)
- ❖ Pre-deploy resources to advantageous staging areas (fire department)
- ❖ Activating the emergency operations plan (emergency management)
- ❖ Closing streets or bridges (police and fire department)
- ❖ Shutting off power to threatened areas (utility company)
- ❖ Releasing children from school (school district)
- ❖ Ordering an evacuation (unified command)
- ❖ Opening evacuation shelters (Red Cross and other VOADs)

Flood response plans are developed in coordination with the agencies or offices that are given various responsibilities. Drills and exercises are conducted between flood events to ensure that key participants can implement their critical tasks.

## Mecklenburg County Warning Point

Primary areas of responsibility: communication, coordination, and notification of all key partners

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Any</b>	Receive FINS notification and distribute to key contacts.	Supervisors on Duty	Computer and paging software	
	Maintain a current list of telephone numbers and contacts for emergency support services	Supervisors on Duty	Computer	Office Supplies
	Maintain supply inventory for response equipment	Supervisors on Duty	Computer	Office Supplies
	Prior to storm, Notify on-duty CFD members of possible flooding events	Supervisors on Duty	Computer and paging software	
<b>Advisory (FINS Alert Level)</b>	Receive FINS notification and distribute to key contacts. Check gage on the <a href="#">finslive</a> website to verify the predicted flood level Check maps of threatened areas (See Appendices A&B – Inundation Maps and Street Assessments for affected properties/areas)	Supervisors on Duty	Computer, cell phone	
	Monitor reports, record activities	Telecommunicators	Computer	
	Notify operations personnel to ensure swift water and flood resources are at a state of readiness	Telecommunicators	Computer Aided Dispatch, Phone, and Radio	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	View FINS Cameras to assess water levels	Supervisors on Duty	FINS	
	Dispatch appropriate fire apparatus to investigate water level at FINS identified location	Telecommunicators	Computer Aided Dispatch	
	Do all lower level activities			

<b>Warning (FINS Emergency Level)</b>	When advised by authorized personnel, use mass notification systems or CharMeck Alert System to send a flood warning to all affected properties	Supervisors on Duty	Computer	
<b>Warning (FINS Emergency Level)</b>	When advised by authorized personnel, notify public and private stakeholders affected by the event (utility companies, Red Cross, etc.).	Telecommunicators	Computer and telephone	

### **Year Round Duties**

- ❖ Maintain methods of contacting:
  - Key Emergency Support Services personnel
  - County and state emergency management contacts
  - Neighboring communities' emergency management contacts
  - Key external partners
  - Public using public alerting methods
- ❖ Develop/maintain inventory of materials needed to operate the Warning Point:
  - Maps
  - Radios
  - Telephones
  - Fax machine
  - Copy machine
  - Computers with Internet access
- ❖ Test all equipment not used regularly

## Fire Department

When FINS or NWS alerts are received, the Charlotte Fire Department activates any required and relevant portions of its Water Rescue Operations Plan (TAC 503.05), detailed in Appendix E. The units dispatched to each incident may vary based on resource availability, incident needs, and revisions in dispatch policy.

Primary areas of responsibility: warning, search and rescue, search and recovery, hazard mitigation, control of utilities, provide EMS, firefighting.

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Any</b>	When necessary, call off-duty water rescue personnel and request that they report to Station 1	Deputy Chief	Computer and Telephone	
<b>Advisory (FINS Alert Level)</b>	Monitor events on <a href="#">finslive</a> website Check maps of threatened areas (See Appendices A&B – Inundation Maps and Street Assessments for affected properties/areas)	On duty personnel	Telephone, radio, and computer	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities	On duty personnel		
	Single company response to the affected area to evaluate flood risk	On duty personnel	Fire Company (4-5 personnel)	
	Establish Incident Command	On duty personnel	Fire Company (4-5 personnel)	
	Evaluate need for additional resources or public protective actions	On duty personnel	Fire Company (4-5 personnel)	
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			
	Respond to any water rescue calls.	On duty personnel	Resources outlined in Attachment E (TAC 503.05)	
	When appropriate, coordinate with the Mecklenburg County Warning Point to issue evacuation messages to the public	Chief Officer	Radio, telephone	
	When appropriate, coordinate with partner agencies to close roads and protect public	Chief Officer	Radio, telephone	

## Year Round Duties

- ❖ Certify/train any new flood response personnel to include dispatchers at awareness, operations, and technician levels as well as flood/swift water inshore rescue boat operators and Helicopter Aquatic Rescue Technicians (NC-HART)

- ❖ Maintain certifications, qualifications, and training of existing personnel
- ❖ Maintain CAD driven flood mapping systems as well as map books and printed maps on fire apparatus
- ❖ Maintain existing flood response equipment inventory
- ❖ Meet at least twice annually with Charlotte-Mecklenburg Storm Water Services
- ❖ Conduct flood table top exercise annually
- ❖ Conduct operational response exercise every three years

## **Equipment**

The Charlotte Fire Department maintains the following equipment inventory for use during flood emergencies:

- ❖ Engine Companies
  - Four personal floatation devices
  - Four throw bags
  - Four water rescue helmets
  - Reaching devices that are available on the fire company
  - Other supplemental PPE and/or safety equipment
  - Flood water decon kit
  - Flood response map book
  
- ❖ Ladder Companies
  - Four personal floatation devices
  - Four throw bags
  - Four water rescue helmets
  - Reaching devices that are available on the fire company
  - Technical rope rescue equipment including rescue litters
  - Additional personal floatation devices for survivors
  - Other supplemental PPE and/or safety equipment
  - Flood water decon kit
  - Flood response map book
  
- ❖ Rescue Companies
  - Five personal floatation devices
  - Five throw bags
  - Five water rescue helmets

- Reaching devices that are available on the fire company
  - Advanced technical rope rescue equipment including rescue litters
  - Additional personal floatation devices for survivors
  - Paddle craft and paddles
  - Line launching kit
  - Other supplemental PPE and/or safety equipment
  - Flood water decon kit
  - Flood response map book
  - Flood response laminated water shed map kit
- ❖ Haz-mat Companies
- Four personal floatation devices
  - Four throw bags
  - Four water rescue helmets
  - Other supplemental PPE and/or safety equipment
  - Advanced water decon kit and capability
  - Flood response map book
  - Flood response laminated water shed map book
- ❖ Other Flood Response Equipment
- Two NIMS Type 1 Flood/Swift water Trailers (14 Persons Each)
  - Four triple stack inshore rescue boat trailers consisting of:
    - Two-4.7-meter inshore rescue boats with rigid floor
    - One-3-meter paddle craft
    - Three-55 HP direct jet motors
    - Ten-Paddles
  - Assorted equipment to support operations
  - Four high clearance 4X4 trucks for towing and/or moving survivors
  - Complete NIMS Type I USAR compliment
- ❖ The Charlotte Fire Department also provides and equips 25 personnel who are NIMS certified Helicopter Search and Rescue Technicians and thus members of NC-HART.

## Charlotte-Mecklenburg Emergency Management Office (CMEMO)

Primary areas of responsibility: multi-agency coordination

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Advisory (FINS Alert Level)</b>	Monitor event	Available personnel	Cell phone	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	Assist CFD when requested	Available personnel	Cell phone and radio	
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			
	If needed, respond to the incident command post or the CMPD Law Enforcement Center to assist in response coordination	Available personnel	Assigned Vehicle	
	If needed, open the County EOC and coordinate multi-agency response	Available personnel	Equipment at EOC	Supplies at EOC

### Year Round Duties

- ❖ Maintain EOC supplies and equipment
- ❖ Assist Charlotte-Mecklenburg Storm Water Services in maintaining flood response plan
- ❖ Maintain contact and coordination relationships with all flood response agencies
- ❖ Participate in drills/exercises

### Post-Flood Duties

- ❖ Participate in the after action debriefing

## Charlotte Mecklenburg Police Department (CMPD)

Primary areas of responsibility: crime prevention, traffic control

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Advisory (FINS Alert Level)</b>	Monitor event	On-duty personnel	Telephone and Computer	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	Assist CFD when requested	On-duty personnel	Standard patrol equipment	Standard patrol supplies
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			
	As needed, close flooded roadways and provide traffic control	On-duty personnel	Standard patrol equipment	Standard patrol supplies
	As needed, patrol evacuated or flood damaged areas to deter crime and provide security	On-duty personnel	Standard patrol equipment	Standard patrol supplies

### Year Round Duties

- ❖ Maintain and test all relevant CMPD equipment
- ❖ Participate in drills/exercises

### Post-Flood Duties

- ❖ Participate in the after action debriefing

## Charlotte Mecklenburg Storm Water Services (CMSWS)

Primary areas of responsibility: flood data, building damage assessment

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Advisory (FINS Alert Level)</b>	Review FINS On Call SOP	On-Call FINS Staff	Computer, Cell phone	
	Monitor weather conditions, check gages on the website to interpret, predict, and disseminate "real time" flood information requested by Emergency Support Services	Joshua McSwain, On-Call FINS Staff	iPhone, iPad access, car	
	Notify Emergency Support Services in the event of erroneous notifications			
	Check Creek Cams every 2 hours	On-Call FINS Staff	iPhone, iPad access, car	
	Provide maps of threatened areas (See attachments A&B – Flood Level Impact Data and Maps for affected properties/areas)	On-Call FINS Staff		
	Respond to media inquiries/requests for flood information in accordance with procedures outlined in "Mecklenburg County SWS Guidelines for Working with News Media"	On-Call FINS Staff		
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	Coordinate County Storm Water staff field investigations and response	Joshua McSwain, On-Call FINS Staff	iPhone, iPad access, car	
	In the event FINS data transmittal failure, manually monitor rainfall and stage data and provide flood information as requested by Emergency Support Services	Joshua McSwain, On-Call FINS Staff	iPhone, iPad access, car	
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			

### Year Round Duties

- ❖ Ensure FINS is operational at all times
- ❖ Participate in annual FINS On-Call training

- ❖ Update FINS On-Call staff contact and FINS schedule on July 1<sup>st</sup> every year.
- ❖ Inspect channels, ditches, and culverts per SOP, report problems to Public Works
- ❖ Maintain/update flood stage forecast map
- ❖ Participate in the annual drill/exercise

### **Post-Flood Duties**

- ❖ Implement the *Post-Flood Mitigation Procedures*
- ❖ Mark high water lines on telephone poles
- ❖ Provide advice on clean up, rebuilding rules to PIO
- ❖ Assess building damage
- ❖ Participate in the after action debriefing

## Health Department

Primary areas of responsibility: public health and healthcare facilities

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Advisory (FINS Alert Level)</b>	Monitor	Assigned staff member	Phone and computer	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	Monitor	Assigned staff member	Phone and computer	
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			
	As needed, work with PIO on appropriate health and safety messages	Assigned staff member	Phone and computer	
	As needed, contact hospitals, nursing homes, and other health facilities to determine their needs.	Assigned staff member	Phone and computer	

### Year Round Duties

- ❖ Maintain contact list for health facilities
- ❖ Participate in drills/exercises

### Post-Flood Duties

- ❖ Participate in the after action debriefing

## Public Information Officer

Primary areas of responsibility: public information

<b>Flood Response Duties</b>				
<b>Flood Threat</b>	<b>Action</b>	<b>Staff</b>	<b>Equipment</b>	<b>Supplies</b>
<b>Any</b>	When possible, issue media advisories before Mecklenburg County is impacted by a storm capable of producing flooding	CFD and County/City P.I.O.	Laptop and Telephone	
<b>Advisory (FINS Alert Level)</b>	Monitor event	CFD and County/City P.I.O.	Laptop and Telephone	
<b>Watch (FINS Investigate Level)</b>	Do all lower level activities			
	Monitor event and answer any questions from the media	CFD and County/City P.I.O.	Laptop and Telephone	
<b>Warning (FINS Emergency Level)</b>	Do all lower level activities			
	When necessary, issue guidance for the media on evacuation and safety precautions (see "Attachment C. Flood Warning Messages")	CFD and County/City P.I.O.	Laptop and Telephone	
	When necessary, hold press conferences and issue press releases.	CFD and County/City P.I.O.	Laptop and Telephone	
	When necessary, update social media platforms.	CFD and County/City P.I.O.	Laptop and Telephone	

### Year Round Duties

- ❖ Update media contacts
- ❖ Educate media on FINS
- ❖ Participate in exercise/drills

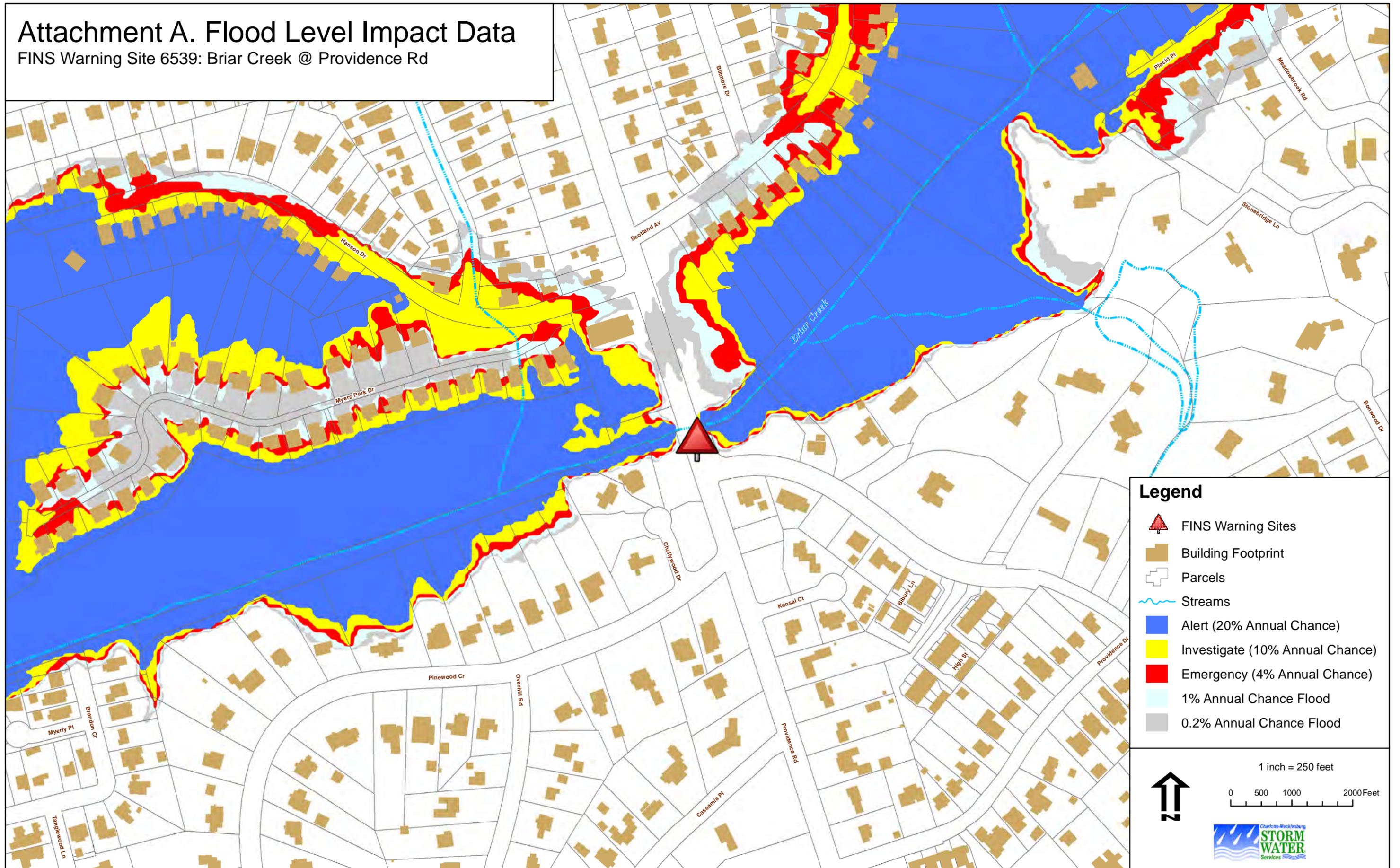
### Post-Flood Duties

- ❖ Issue information on clean up and sources of repair assistance
- ❖ Collect documentation on the flood, including newspaper articles and photographs
- ❖ Participate in the after action debriefing

**Attachment A. Flood Level Impact Data**

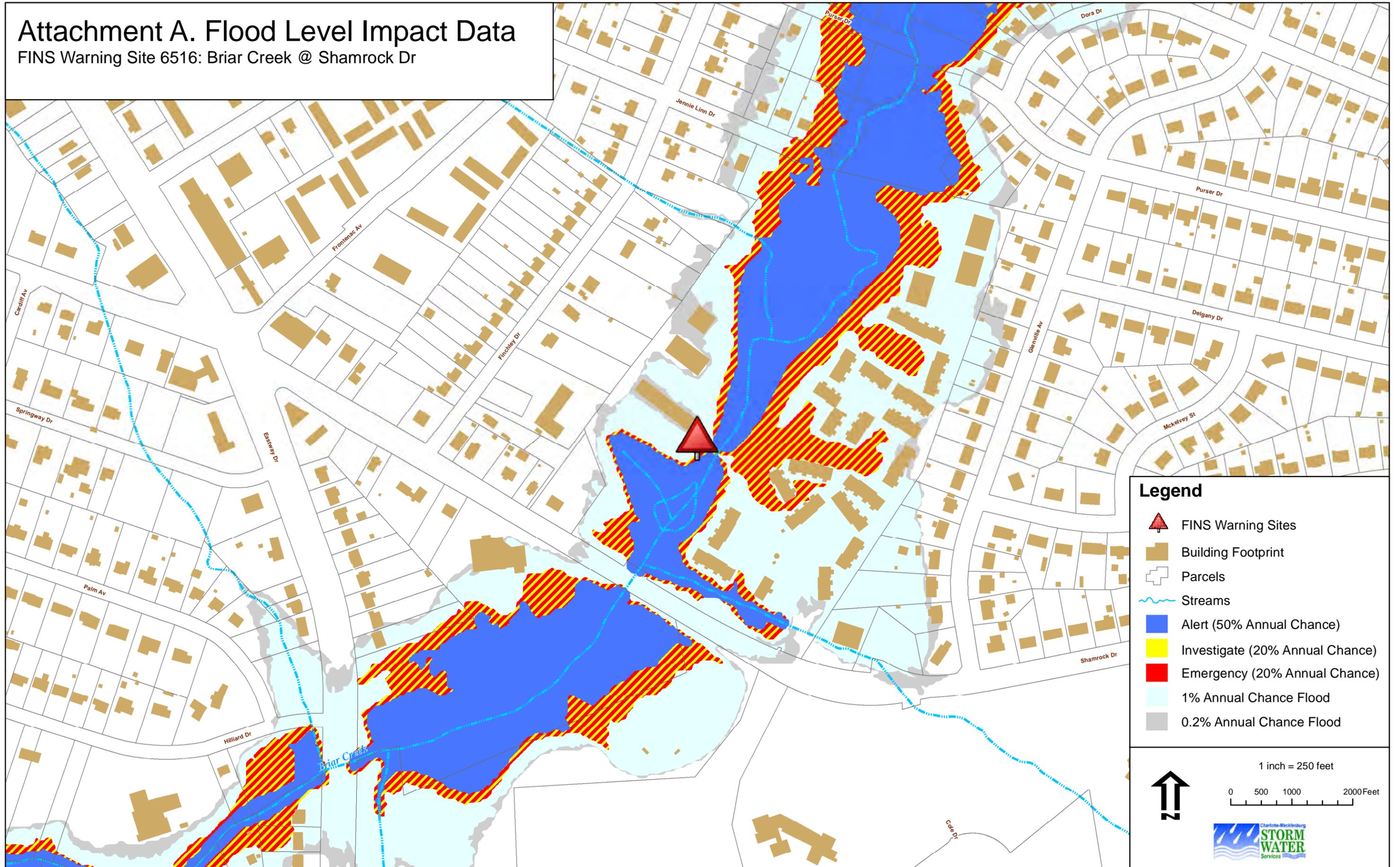
# Attachment A. Flood Level Impact Data

FINS Warning Site 6539: Briar Creek @ Providence Rd



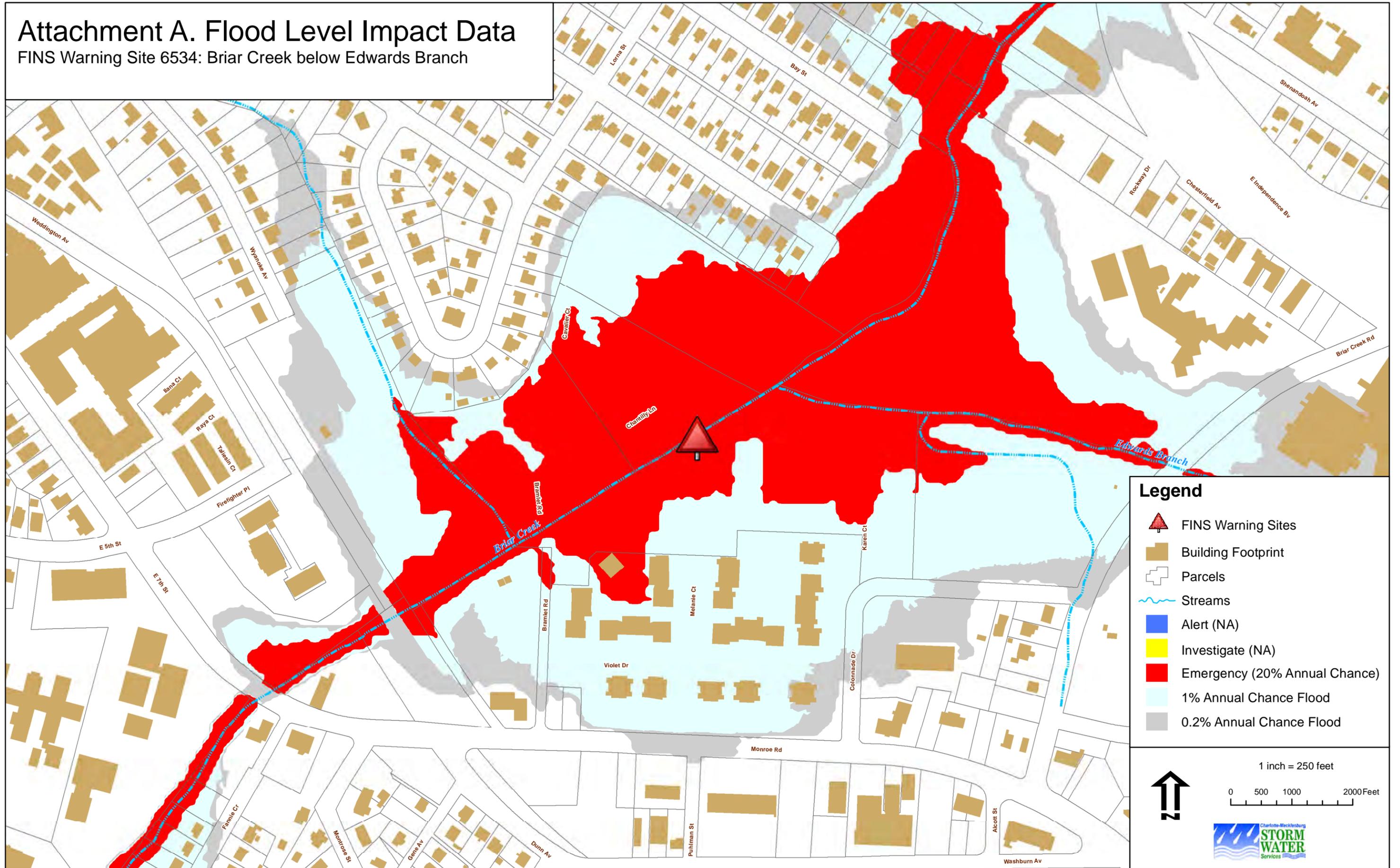
# Attachment A. Flood Level Impact Data

FINS Warning Site 6516: Briar Creek @ Shamrock Dr



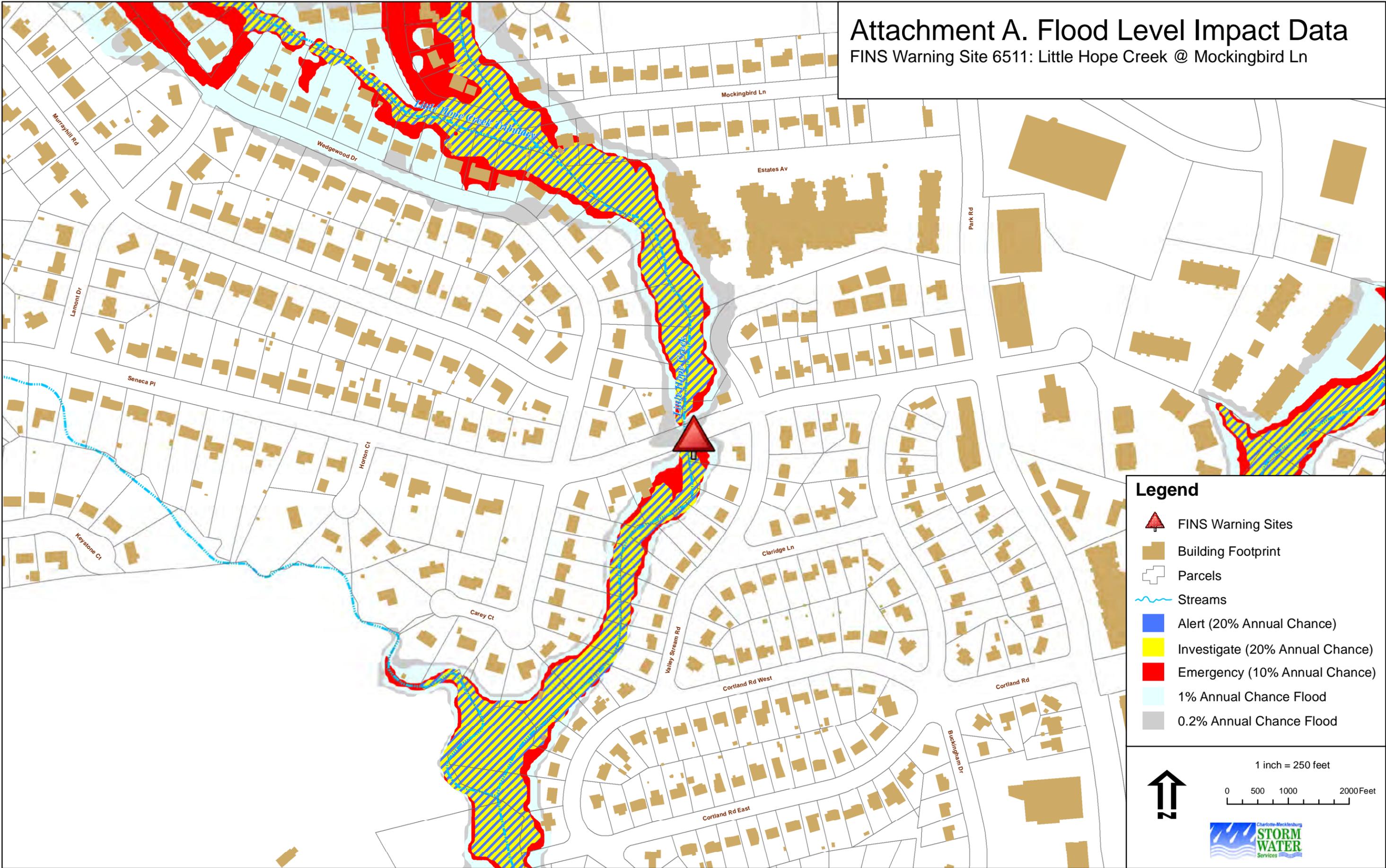
# Attachment A. Flood Level Impact Data

FINS Warning Site 6534: Briar Creek below Edwards Branch



# Attachment A. Flood Level Impact Data

FINS Warning Site 6511: Little Hope Creek @ Mockingbird Ln



**Legend**

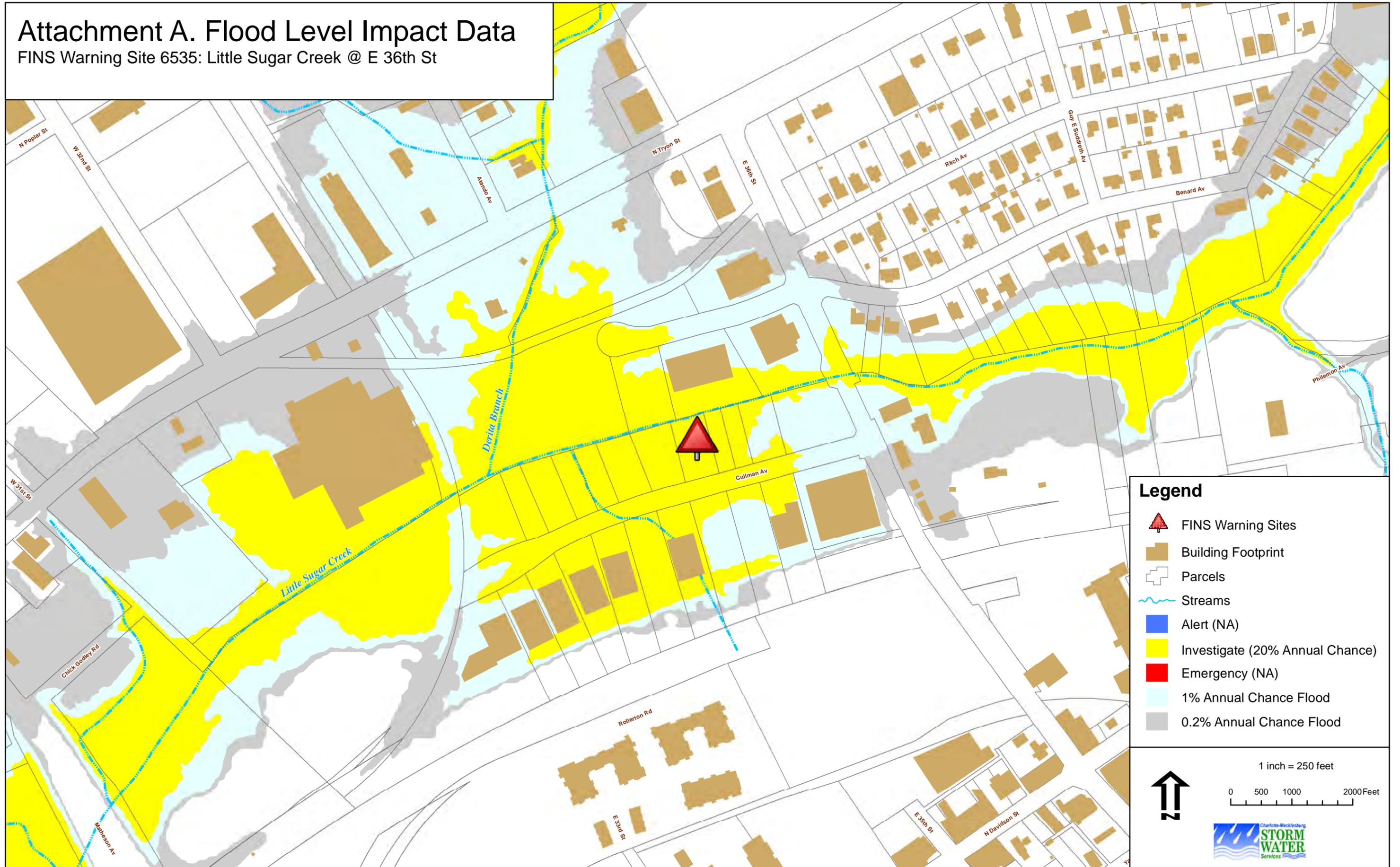
- FINS Warning Sites
- Building Footprint
- Parcels
- Streams
- Alert (20% Annual Chance)
- Investigate (20% Annual Chance)
- Emergency (10% Annual Chance)
- 1% Annual Chance Flood
- 0.2% Annual Chance Flood

1 inch = 250 feet

0 500 1000 2000 Feet

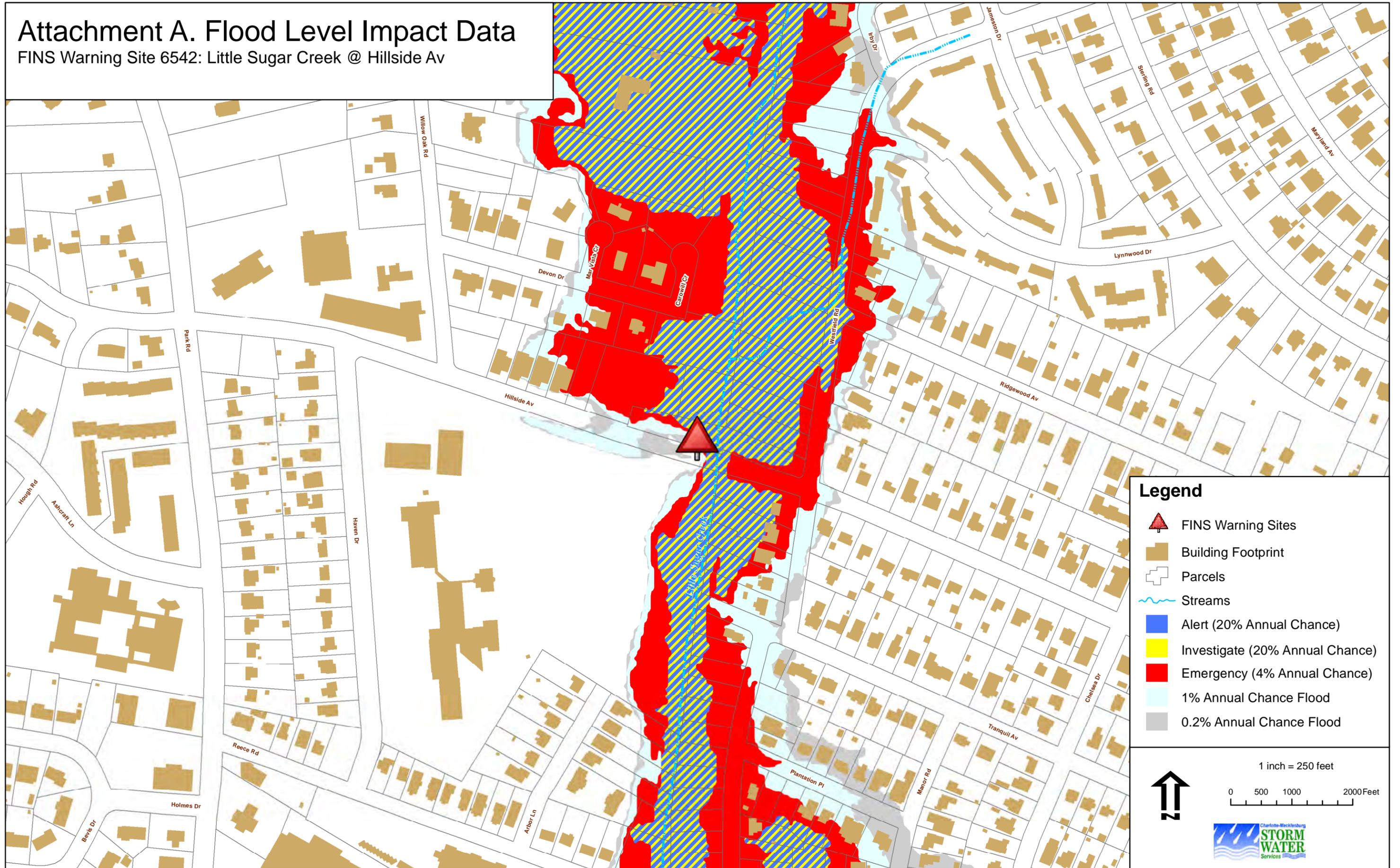
# Attachment A. Flood Level Impact Data

FINS Warning Site 6535: Little Sugar Creek @ E 36th St



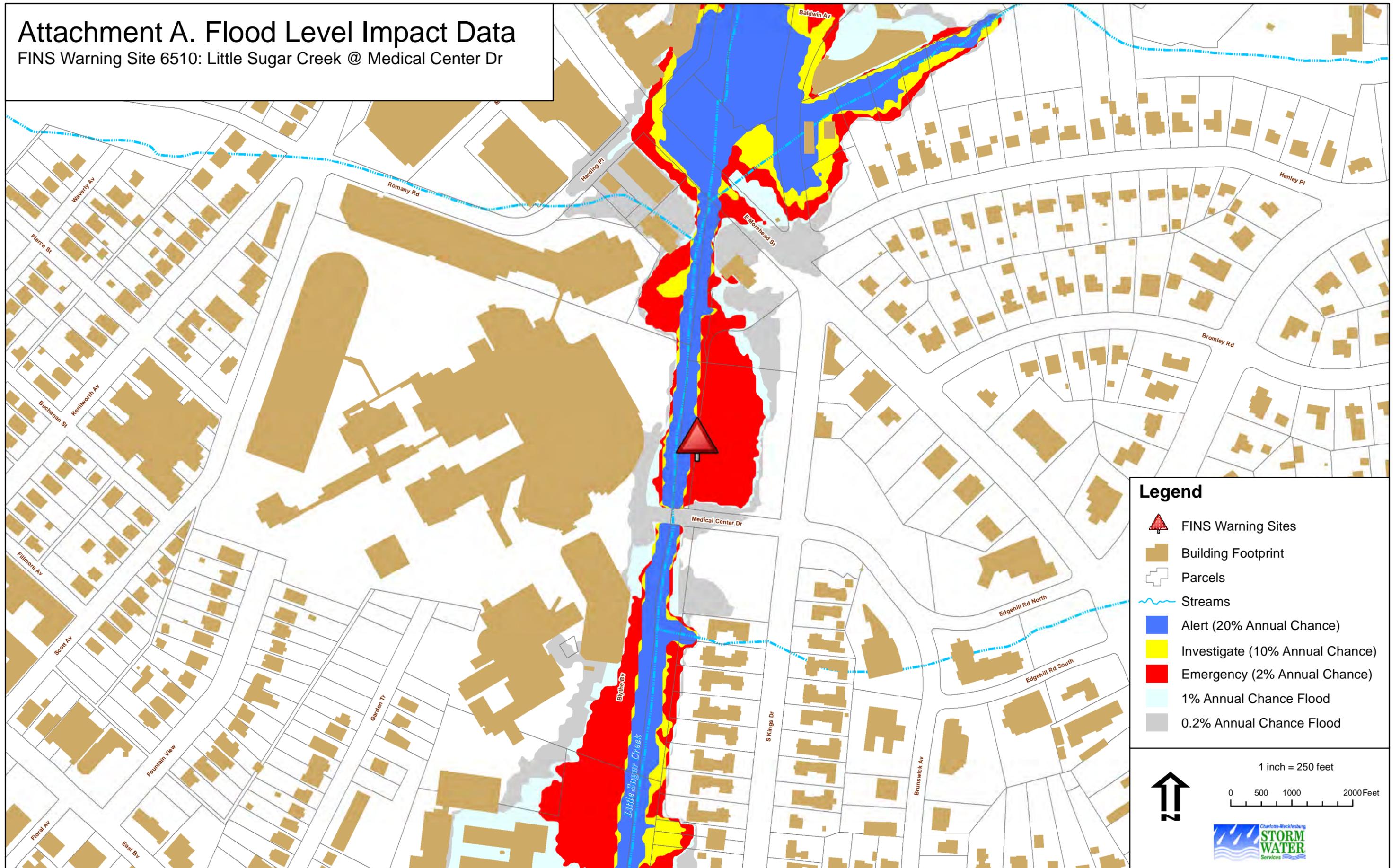
# Attachment A. Flood Level Impact Data

FINS Warning Site 6542: Little Sugar Creek @ Hillside Av



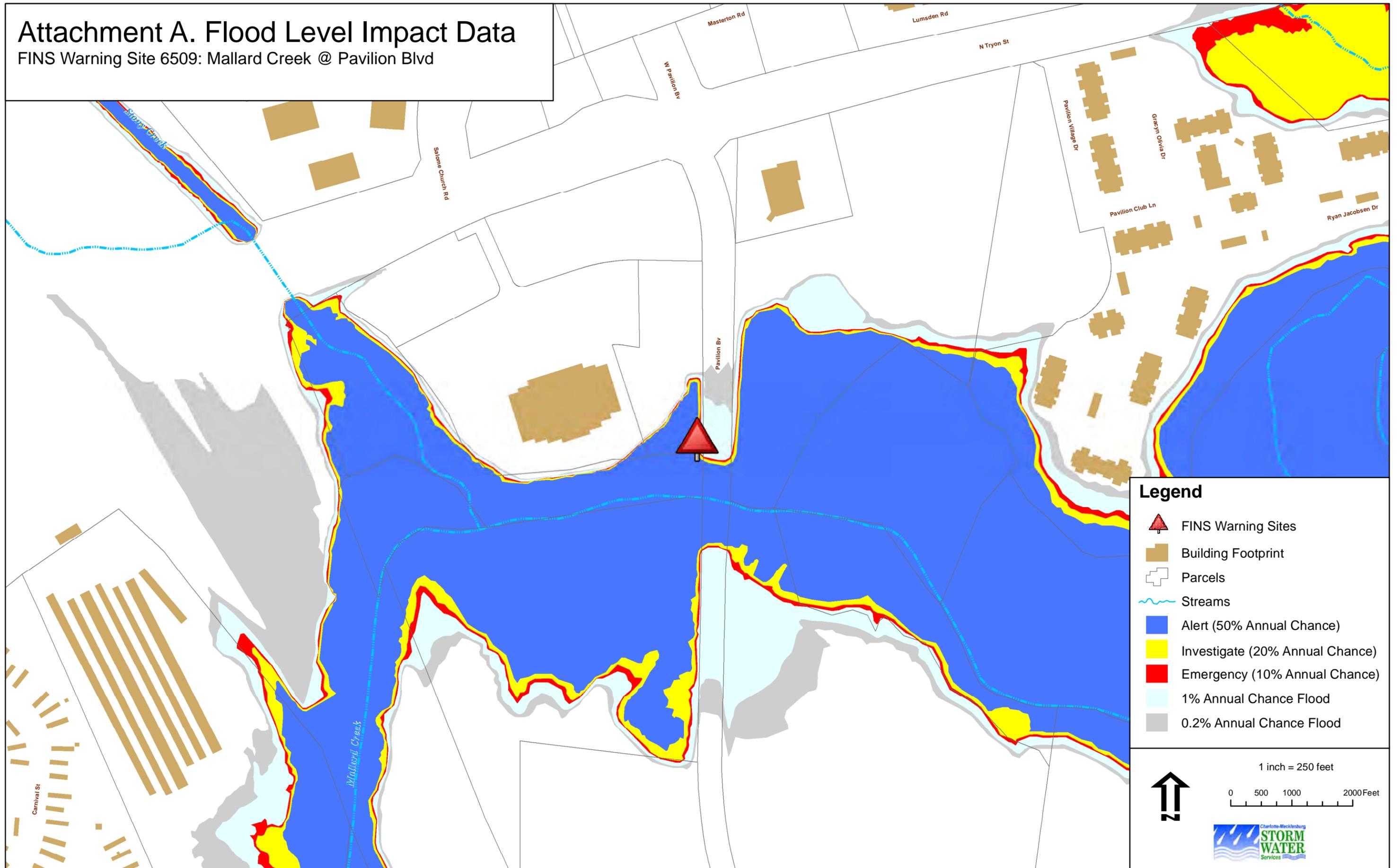
# Attachment A. Flood Level Impact Data

FINS Warning Site 6510: Little Sugar Creek @ Medical Center Dr



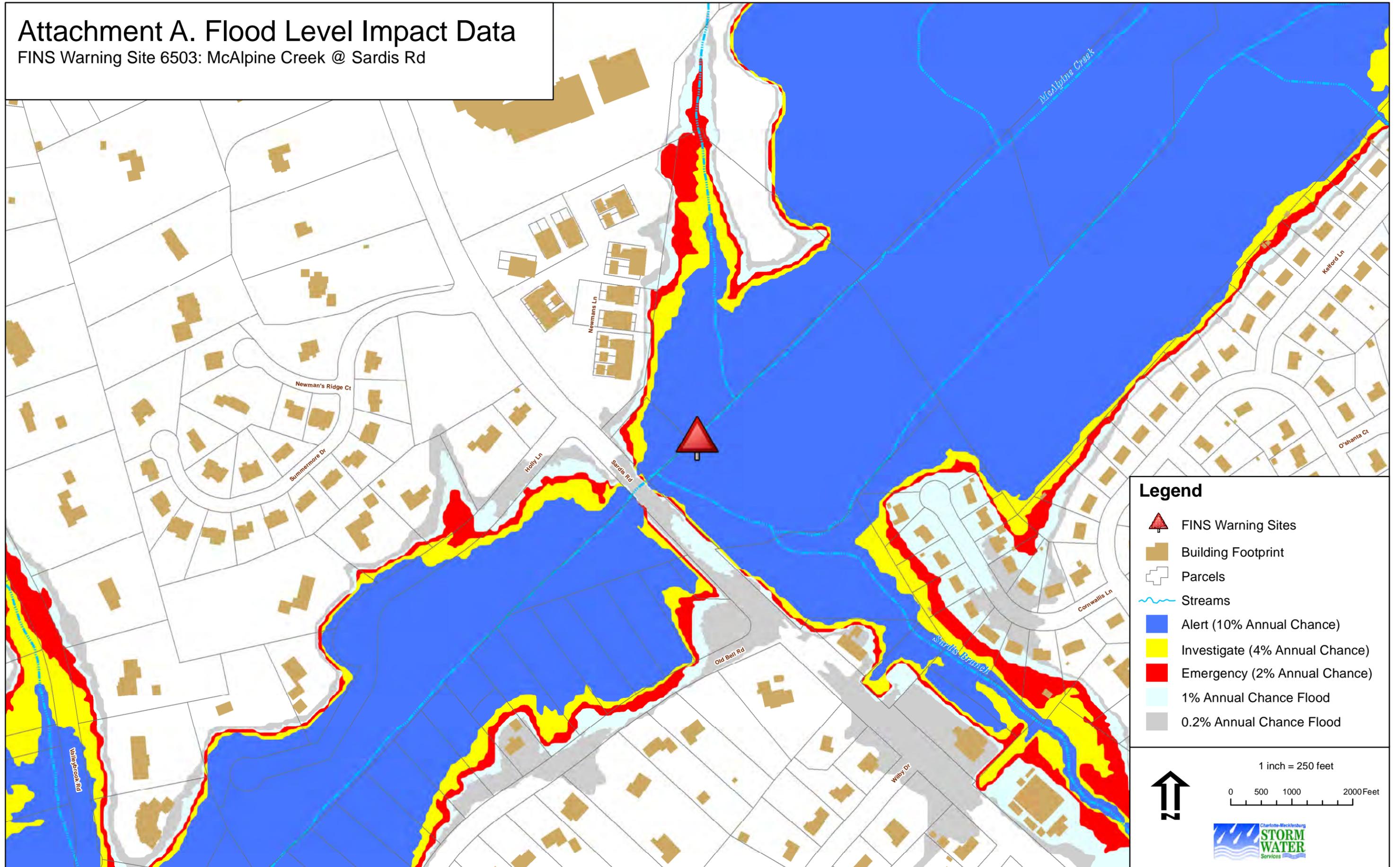
# Attachment A. Flood Level Impact Data

FINS Warning Site 6509: Mallard Creek @ Pavilion Blvd



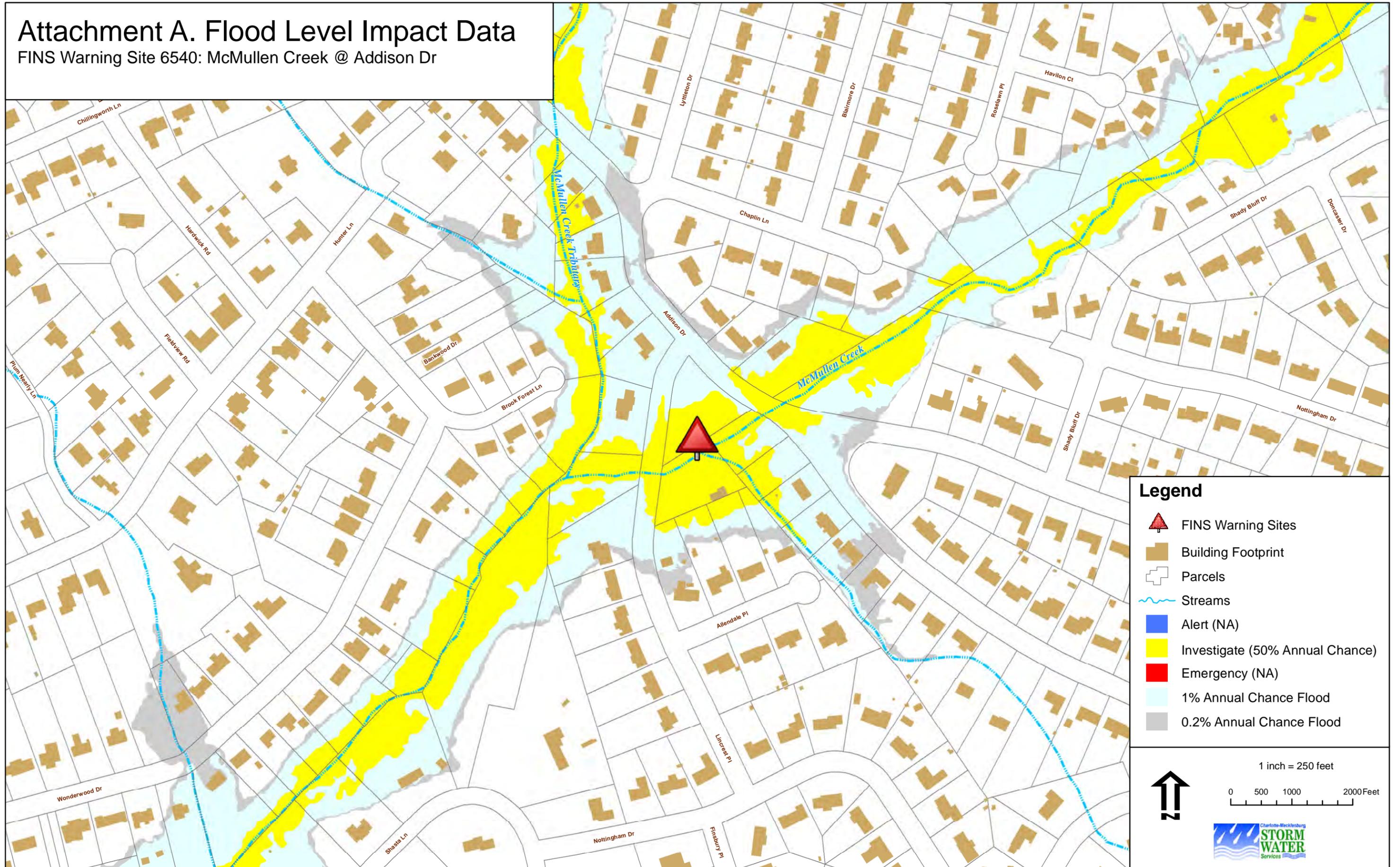
# Attachment A. Flood Level Impact Data

FINS Warning Site 6503: McAlpine Creek @ Sardis Rd



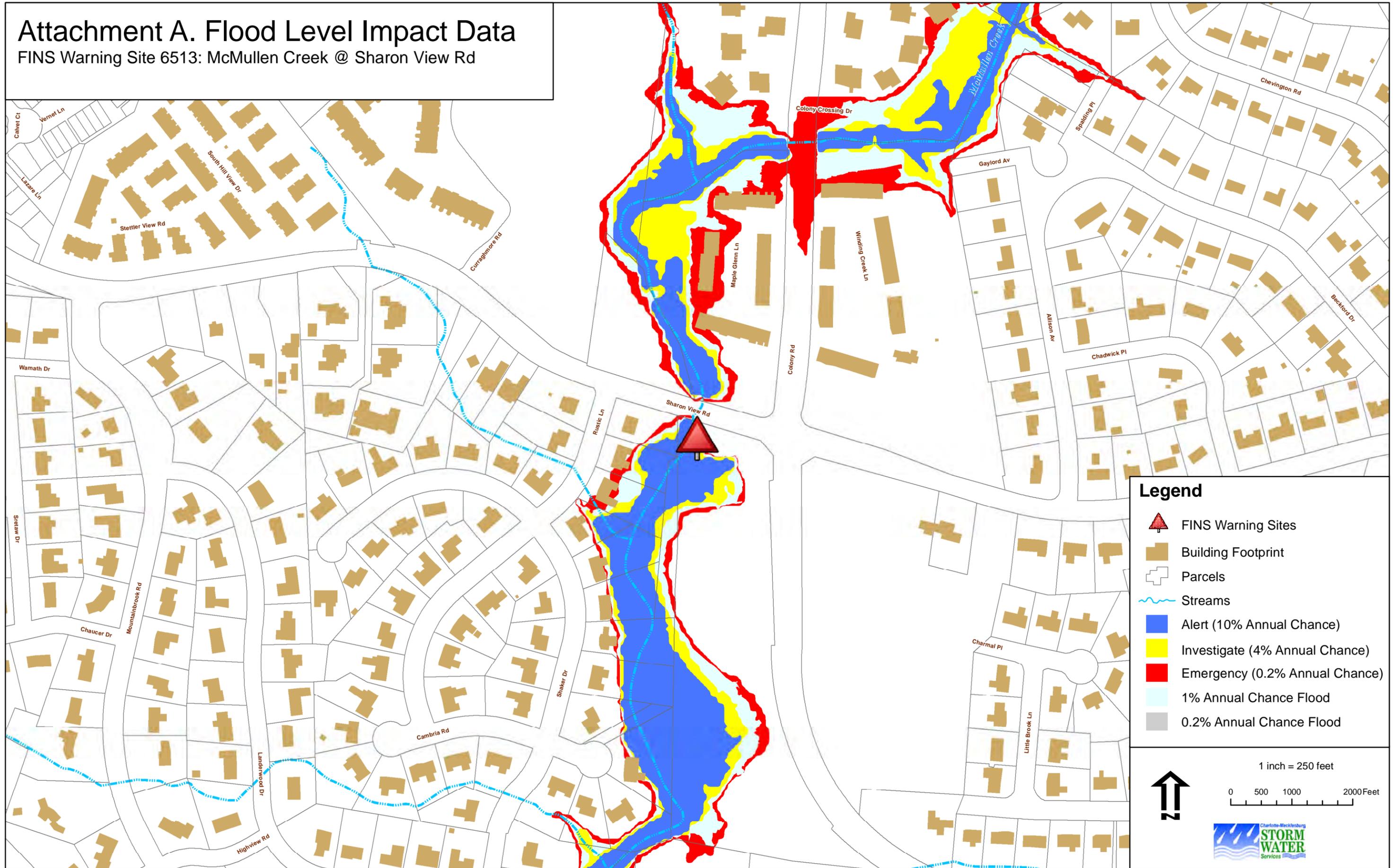
# Attachment A. Flood Level Impact Data

FINS Warning Site 6540: McMullen Creek @ Addison Dr



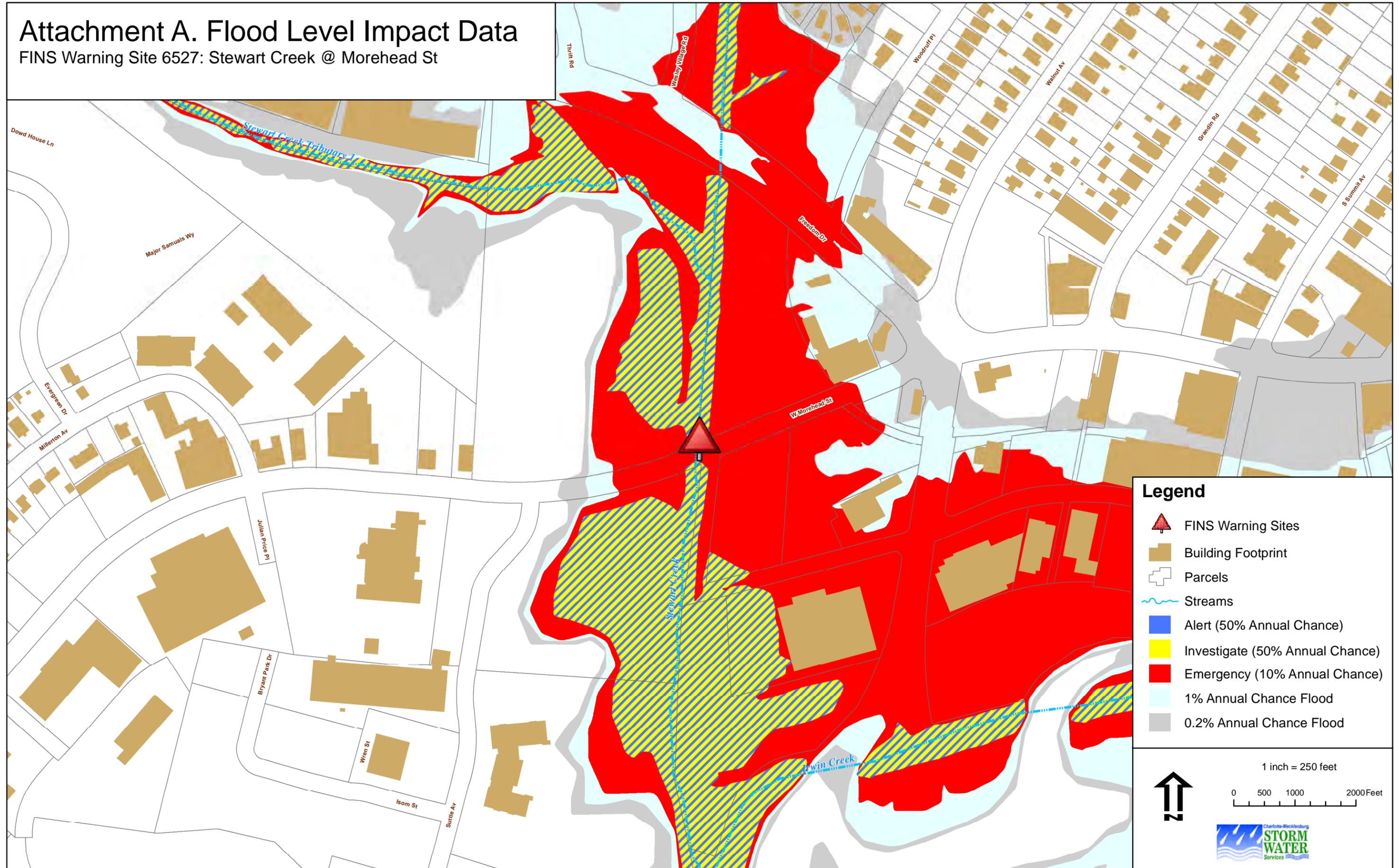
# Attachment A. Flood Level Impact Data

FINS Warning Site 6513: McMullen Creek @ Sharon View Rd



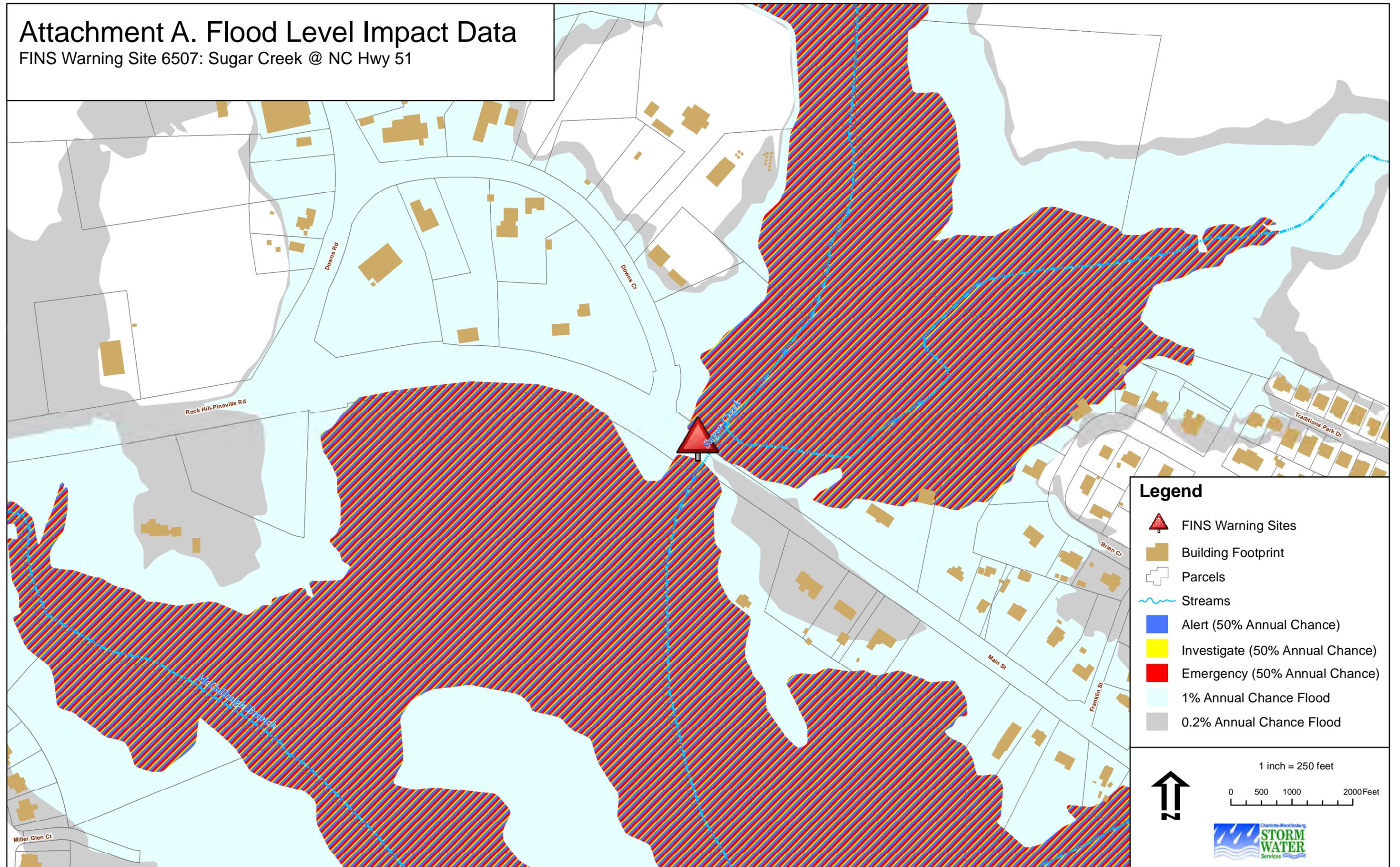
# Attachment A. Flood Level Impact Data

FINS Warning Site 6527: Stewart Creek @ Morehead St



# Attachment A. Flood Level Impact Data

FINS Warning Site 6507: Sugar Creek @ NC Hwy 51



# Attachment B. Flood Level Street Closures

SensorID	Gage Name	Gage Location	Water Surface Elevations at Alarm Levels			Overtopped Cross Street(s)	Elevation(s)	Associated Flood Event	Roads in Flood Fringe Subject to Flood Inundation		
			Alert	Investigate	Emergency				Alert	Investigate*	Emergency**
6503	McAlpine Creek @ Sardis Rd	7521 Sardis Rd	566.7	568.7	570.7	Sardis Rd	574.8	500 YR	Holly Ln, Valleybrook Rd	Old Bell Rd	
6507	Sugar Creek @ NC 51 (Main St in Pineville)	12901 Downs Cr	529.1	532.1	535.1	NA	NA	NA	Downs Rd		
6509	Mallard Creek @ Pavilion Bv	505 Pavilion Bv	582.6	584.6	586.6	Pavilion Bv, E Mallard Creek Church Rd	589.1, 594.1	50 YR, 10 YR			
6510	Little Sugar Creek @ Medical Center Dr	1012 S Kings Dr	623.8	625.8	627.8	Medical Center Dr/ Blythe Bv	630.3	500 YR	Harding Pl, S Kings St		Blythe Bv, Romany Rd, Baldwin Av, S Torrence St
6511	Little Hope Creek @ Seneca Pl	1146 Mockingbird Ln	605	605.7	607	Seneca Pl	614	500 YR			
6513	McMullen Creek @ Sharon View Rd	3726 Sharon View Rd	600.7	602.7	604.7	NA	NA	NA			Maple Glenn Ln
6516	Briar Creek @ Shamrock Dr	3217 Shamrock Dr	676.6	678	679	Shamrock Dr	680.5	10 YR	Purser Dr	Jennie Lynn Dr	
6527	Stewart Creek @ Morehead St	1701 W Morehead St	625.7	629.1	633.5	W Morehead St, Freedom Dr	632.6, 637.9	5 YR, 25 YR			Bryant St, Woodruff Pl, Wesley Village Rd
6534	Briar Creek below Edwards Branch	548 Bramlet Rd	NA	NA	642	NA	NA	NA			Bramlet Rd, Karen Ct
6535	Little Sugar Creek @ 36th St	3143 Cullman Av	NA	683	NA	E 36th St	685.9	10 YR		Benard Av, Cullman Av	
6539	Briar Creek @ Providence Rd	1717 Providence Rd	618.5	619.6	620.7	Sharon Rd	621.1	25 YR	Clifton Pl, Hanson Dr	Myers Park Dr, Hampton Av, Scotland Av	
6540	McMullen Creek @ Addison Dr	5116 Addison Dr	NA	661.2	NA	Addison Dr, Lincrest Pl	663.1, 662.3	2 YR, 2 YR		Robinhood Rd	
6542	Little Sugar Creek @ Hillside Av	3701 Haven Dr	606	607	609	NA	NA	NA	Fieldbrook Pl, Rocklyn Pl, Westfield Rd, Ridgewood Av	Devon Dr, Carowill Cr, Plantation Pl, Reece Rd	

Notes

\* Streets subject to flooding automatically includes flooded streets at Alert flood warning level

\*\* Streets subject to flooding automatically includes flooded streets at Alert and Investigate flood warning levels

## Attachment C. Flood Warning Messages

Initial flood watch and safety messages may distribute through any of the methods discussed previously in the Flood Warning section. These messages will alert the general public to be ready for flooding and what precautions to take. The messages need to complement be consistent and provide clear instructions.

Flood Threat	Office	Message
<b>Advisory (FINS Alert Level)</b>	PIO	Monitor Event
<b>Watch (FINS Investigate Level)</b>	PIO or Incident Command in coordination with County Warning Point	If appropriate, issue message 1 or 2
<b>Warning (FINS Emergency Level)</b>	PIO or Incident Command in coordination with County Warning Point	If appropriate, issue or re-issue message 1 or 2
	PIO	If appropriate, issue Message 3 or similar notifications

**Message #1 (flooding will occur):** Be advised that flooding is expected in the \_\_\_\_\_ neighborhood in the next 24 hours. We urge residents in this area to move valuable items to higher levels and evacuate to higher ground. If you need sheltering accommodations, dial 311 for more information.

**Message #2 (flooding is occurring):** Be advised that dangerous flooding is occurring in the \_\_\_\_\_ neighborhood. We urge residents in this area to leave immediately and move to higher ground. If you need emergency assistance, dial 911. For sheltering accommodations, dial 311 for more information.

### **Message #3: Public Service Announcements (PSAs) After a Flood**

#### **GENERAL SAFETY AFTER FLOODING**

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. As the clean-up begins after flooding, keep you and your family safe. Don't drive through floodwater. It can be deeper than you think. Wash your hands frequently with soap and clean water. Residue left by the floodwater may be contaminated and can make you and your family sick. Discard any food or medicine that may have been exposed to unsafe water.

#### **BUILDING SAFETY AFTER FLOODING**

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. Don't enter buildings that were damaged by flooding until inspectors say it's safe. Wear protective clothing during cleanup. Leave immediately if you hear unusual noises. Floodwater can make you sick, so wash your hands with soap and clean water.

#### **ELECTRICAL SAFETY AFTER FLOODING**

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. If your home was flooded, look for signs that your appliances have gotten wet and throw them away to protect from shock or fire. Have a professional evaluate your home and replace all gas control valves, circuit breakers, and fuses that have gotten wet during a flood.

#### **MOLD PREVENTION AFTER FLOODING**

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. If floodwater got into your building, take steps to prevent mold growth. Clean and dry wet items within 48 hours. Keep wet areas well-ventilated. If you see or smell mold, clean it with a solution of one cup household liquid bleach per one gallon of water. If wet materials can't be disinfected, throw them away.

#### **CHILD SAFETY AFTER FLOODING**

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. The cleanup has begun after recent flooding. There may still be some areas of standing water.

Constantly watch your young children playing in or around water. It doesn't take long and it doesn't take much water for young children to drown. In many cases, children who drown had been out of sight for less than five minutes.

#### FOOD SAFETY AFTER FLOODING

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. After a flood, make sure your food is safe. Don't eat or drink anything that may have been touched by floodwater. Throw out containers with screw caps, snap lids or twist caps that may have touched floodwater. Do not eat food packaged in plastic or cardboard exposed to floodwater. Throw away perishable food that went without refrigeration for two hours or more.

#### MEDICINE SAFETY AFTER FLOODING

This is an important safety message from Charlotte-Mecklenburg Storm Water Services. After a flood, any medicine exposed to floodwater should be thrown away. This includes prescription and over the counter pills, liquids, medicine for injection, inhalers and ointments or creams. Check medicine that's in the original containers as well as drugs stored in pill organizers. If in doubt, throw it out.

## **Attachment D. Floodprone Critical Facilities**

Per the city of Charlotte flood regulations, a critical facility means a building used to house a function that is vulnerable or essential to the community. Uses include but are not limited to: child and adult daycare facilities, nursing homes, schools, hospitals, fire, police and medic facilities and other uses as deemed by the Floodplain Administrator.

Charlotte Mecklenburg Emergency Management office maintains a special needs database and a detailed list of critical facilities with contact names and telephone numbers for all critical facilities within Mecklenburg County. The special needs database is updated through the disability registry portal online at [www.charmeckem.net/node/667](http://www.charmeckem.net/node/667).

Most critical facilities within Mecklenburg County which are impacted by flood waters have been acquired and demolished by CMSWS using local, state and federal grant funds. Carolina Medical Center (CMC) (located at 1100 Blythe Blvd. Charlotte, NC) is a full service hospital and rehabilitation center and remains the only critical facility within Mecklenburg County which is impacted by flood waters of Little Sugar Creek.

CMC has a detailed Water Encroachment Incident Response Plan and Water Encroachment Pre-Event Checklist in place 24/7 for reacting to a flood event. CMC receives flood warnings directly from FINS in the form of email or text message. FINS warnings go directly to the list of CMC contacts which is updated annually.

# Attachment E. CFD's Tactical Operations Guidelines on Water Rescue Operations



WATER RESCUE OPERATIONS		
SECTION: SPECIAL OPERATIONS		
PERSONNEL AFFECTED: CFD MEMBERS	EFFECTIVE: JANUARY 1, 2009	V1R0
APPROVED: <b>JON B. HANNAN, FIRE CHIEF</b>		
<u>REFERENCES:</u> WATER EMERGENCY TRAINING GUIDE ALL HAZARDS PLAN FLOOD INFORMATION NOTIFICATION SYSTEM (FINS) TAC 501.01 – INCIDENT COMMAND TAC 501.02 – TRANSFER OF COMMAND TAC 501.04 – ACCOUNTABILITY AND SAFETY		<u>FORMS:</u>

## I. PURPOSE

This TAC will establish guidelines for all Charlotte Fire Department (CFD) members operating around and in the water environment. All CFD members will use this TAC to assist with strategic and tactical decision-making while conducting both emergency and non-emergency water-related operations.

## II. RESPONSE GUIDELINES

### A. Modes of Response

The CFD currently utilizes three (3) “*Modes of Response*” for water-related events and emergencies, in coordination with the *Flood Information Notification System (FINS)*. All CFD stations will be alerted during large-scale water emergencies. Fire Communications will advise personnel as to which mode of response is required:

#### 1. Alert Mode

##### a. On-Duty Members

- i. If impending or continual weather-related events dictate, Fire Communications will notify all stations and “on-duty” Operations members of the possibility of flooding or other water-related problems.

##### b. Off-Duty Members

- i. If required, “off-duty” CFD members with advanced training in water-related emergencies should be notified. The appropriate Deputy Chief, or his designee, may request the services of these members.
- ii. “Off-duty” members requested to work are to report to Fire Station #1 for deployment, unless otherwise directed.

#### 2. Investigative Mode

- a. The CFD utilizes an “early warning system” in partnership with Emergency Management and the United States Geological Survey. Information is provided to Fire Communications from selected rain gauge sites.
- b. When the “early warning system” is activated, Fire Communications will dispatch the incident as a “*Flood Investigation*,” to include the following response:
  - A single company will respond to a specific location and report on conditions.

#### 3. Emergency Mode

- a. The *Emergency Mode* of response will be implemented when Fire Communications receives a report of a “flood emergency with possible rescue.” (*i.e. A vehicle in the water with persons trapped, person in moving water, etc.*)

- b. When the *Emergency Mode* of response is implemented, Fire Communications will dispatch the incident as a “Flood Emergency with Possible Rescue,” to include the following response:
  - Two (2) Engine Companies
  - One (1) Ladder Company
  - One (1) Battalion Chief
- c. If the assignment is upgraded to a “confirmed person in the water,” the incident will also receive:
  - Two (2) Additional Engine Companies
  - One (1) Additional Ladder Company
  - One (1) Additional Battalion Chief
  - One (1) Rescue Company

#### **B. Additional CFD Resource Response**

1. The IC must continually evaluate the need for additional and/or specialized CFD resources to respond to the incident. (i.e. *additional boats, CFD Dive Team, a swiftwater trailer, etc.*)
2. Due to the dynamic nature of water emergencies, the IC should continually monitor the condition of personnel, as well as existing or potential environmental conditions, and take appropriate action with regards to staffing.
3. In cases involving persons in moving water, additional Companies will be dispatched to access points downstream of the reported location – to provide safety for members and victims.

#### **C. External (Non-CFD) Resource Response**

1. The IC must determine what “third party,” community, or other non-CFD resources may be required to respond. (i.e. *Red Cross for flood victims*)
2. Establish communications with other emergency and non-emergency agencies that may be needed or impacted by the event.

### **III. INCIDENT COMMAND SYSTEM GUIDELINES**

#### **A. Initial Report / Scene Size-Up**

1. The first arriving CFD unit, agent, or Officer at the scene of a multi-unit response will transmit, via radio, a brief *initial report* of the obvious scene conditions, per *TAC 501.01 – Incident Command*.
2. Additional information to be considered before operations begin (See *Water Emergency Training Guide* for further):
  - a. Time the victim has been in the water and water temperature, as these factors relate to the potential for hypothermia.
  - b. Energy of the water and available equipment.
  - c. Movement and measurement of the water.
  - d. Plan based upon the capabilities of available personnel.
  - e. Operations and obstacles (i.e. *bridges, low head dams, strainers and below grade areas*)
3. The IC should communicate important information that may prompt additional activities from Fire Communications. (i.e. “*This is a confirmed person in moving water.*”)

**B. Establish Command**

1. Responsibility for “Command” will be fixed on a single individual and depends on the arrival sequence of CFD Companies and command staff. The first arriving CFD unit, agent, or Officer at the scene of a multi-unit response will establish “Command.”
2. To ensure the safety of all members, the Incident Command System (ICS) will be utilized during all water-related emergencies and events. (See *TAC 501.01*)
3. The CFD will assume “Command” of any water-related emergency, within the city limits.
4. Verify that appropriate companies are responding. (See *Section II above*)
5. The IC should be prepared to transfer command to the appropriate CFD Officer based upon the size and scope of the incident. (See *TAC 501.02– Transfer of Command*)

**C. Establish Incident Priorities****1. Life Safety**

The following *strategic priorities* should be followed for most water rescue and recovery operations (LAST):

- a. Locate
  - b. Access
  - c. Stabilize
  - d. Transport
2. Incident Stabilization
  3. Property Conservation

**D. Determine Mode of Operation**

1. *Investigative* – Identify victims needing rescue/determine the need for additional CFD resources.
2. *Rescue* – This mode includes obvious rescue situations and situations that may require additional resources.
3. *Recovery*- This mode includes victims who have obviously succumbed to injury.

**E. Analyze the Need for Modular Expansion of ICS**

1. Water rescue incidents have a high potential to grow in complexity and place a high demand on resources and equipment.
2. The IC will continually analyze the need to expand the ICS to maintain an adequate span of control and stabilize the incident quickly and effectively. (See *TAC 501.01*)
3. Expansion of the ICS Command structure for water rescues may include:
  - a. Operations Section Chief
    - i. Responsible for the coordination of the entire rescue operation and all activities in the “rescue area”.
    - ii. Reports to the IC.
  - b. Rescue Group Supervisor
    - i. Responsible for directing the actual physical rescues associated with the water emergency.
    - ii. The Group Supervisor reports directly to the Branch Manager/Operations Section Chief.
  - c. Additional Sections, Groups, or Divisions may be required to meet incident objectives and maintain an effective span of control. (i.e. *Logistics Section, etc.*)

**F. Safety/Accountability**

1. Assign “*Safety Officer(s)*” if necessary, based upon incident conditions and available resources.
2. Establish Exclusion/Hazard Zones around the incident.
3. Ensure that appropriate *Personal Protective Equipment* is worn based upon incident conditions:
  - a. CFD members operating within **15 feet of the water’s edge** will at all times:
    - i. Don and properly wear a personal floatation device (PFD).
    - ii. Don a water rescue helmet.
    - iii. Have a water rescue “throw-bag” readily available.
  - b. Civilians and other personnel operating **within 15 feet of the water’s edge** will don and properly wear a personal floatation device (PFD).
  - c. At no time will personnel wear firefighting helmets, turnout coats, turnout pants or turnout boots during water-related emergencies or events.
  - d. Station wear is often appropriate for water emergencies. However, this type of wear offers little if any thermal protection. It is recommended that work shoes or boots be replaced with lightweight running shoes or river shoes when possible.
  - e. Rescue Company personnel will don available thermal protection (drysuits) as required.
  - f. PPE requirements for water rescue incidents may differ from those during Dive operations (*TAC 503.06*).
4. *Accountability* –
  - a. *Personnel accountability (PAR) tags* should be transferred and attached to a safe place on the PFD.
  - b. The IC must establish and maintain personnel accountability throughout the incident per *TAC 501.04– Accountability and Safety*.
  - c. *Level III Accountability* should be established at water emergencies that require evacuation and/or rescue and at Dive operations to facilitate decontamination of personnel as well as civilians.
  - d. Assign “*Accountability/Entry Control Officer*”– Responsible for controlling entry/exit.

**G. Develop Incident Action Plan (IAP)**

1. The IC will develop an Incident Action Plan.
2. The IC should brief all personnel on the plan of action and confer with the appropriate *sector officers*.
3. Key IAP components:
  - a. Outline the plan of action and the intended outcome.
  - b. An event log should be developed and maintained throughout the event.

**H. Implement Necessary Incident Assignments**

1. Primary Search (*Locate all patients*)
2. Rapid Intervention Team (RIT)
3. Company/Special Operations (List Type) Assignments (See *Section IV* below)
4. Establish Staging Area

**I. Provide Progress Reports**

1. Provide Progress Reports at necessary intervals.

2. Report on completion of:
  - a. Victim(s) Rescued
  - b. Control Time

#### J. Incident Termination and Demobilization

1. Rehab all personnel prior to termination and removal operations.
2. All necessary documentation, including the event log, will be completed and forwarded through the Chain of Command as required.
3. Equipment that was used, during the event, and possibly damaged will be marked and taken out of service. The Logistics Chief will be notified so that equipment damaged can be replaced.
4. CISD/Operations Debriefings should occur as soon as possible after the incident/event.

### IV. COMPANY/SPECIAL OPERATIONS – IMPLEMENTING THE IAP

#### A. Search and Rescue Operations

1. Search operations will be conducted as per the *All Hazards Plan*.
2. Rescue or recovery operations for water emergencies should begin with low-tech/low-risk options. Three factors that should be considered in this decision include:
  - The time it takes to set up and operate a system.
  - Availability and location of resources.
  - The training or experience of on-scene personnel.
3. The IC/*Operations Section Chief* will choose the most appropriate tactic for accomplishing a victim rescue:
  - a. **The Talking Rescue**– The victim should receive specific instructions and information.
  - b. **Reaching Rescue**– Pike poles, shovels, squeegees, inflated fire hose, ground ladders, and aerials.
  - c. **Throwing Rescue**– Throw bags, rope, or some type of floatation device.
  - d. **Rowing/Boat-Based Rescue**– Using trained CFD personnel.
  - e. **Go/Tow Rescue**– This should be performed by trained and properly equipped personnel.
  - f. **Helicopter Rescue**– Request for helicopter assistance must be transmitted through EM.

#### B. Rescue Area Considerations

1. Moving Water
  - a. Water that is moving produces forces that are constant and relentless.
  - b. CFD Members will not tie or otherwise attach themselves to a fixed rope and make entry into the water environment unless they are trained personnel utilizing the Swift water PFDs with the “Blowout” belt feature.
2. Establish Backup Safety System and Spotters (Downstream/Upstream)
  - a. A backup safety system should be established before initial operations begin.
  - b. In the case of moving water emergencies, a *downstream safety system and spotter* should be established immediately upon arrival.
  - c. As soon as resources permit, an *upstream spotter* and a *site spotter position* should be assigned.

**C. Rescue / Operations Personnel**

1. During a swiftwater emergency, every effort should be made to utilize “*Swiftwater Certified*” personnel first.
2. Personnel who operate or staff powered boats, other watercraft, or helicopters shall be trained and equipped to do so.

**D. Special Situations**

1. Vehicles
  - a. Vehicles should be stabilized before any operation begins. This includes instructing the occupants to remain still.
  - b. Vehicles should be approached from the downstream side to utilize the available eddy and avoid becoming trapped in a strainer.
  - c. The rescuer(s) should be equipped with the necessary tools to open the vehicle(s). (i.e. *window punch*)
  - d. Two heavy-duty wreckers should be requested as soon as possible to assist with extrication.
2. Hazardous Materials
  - a. Flood emergencies should be treated as hazardous materials events.
  - b. Therefore all personnel and civilians should be decontaminated following the event.
3. Responding Outside City Limits/Mutual Aid

CFD members, when assigned to flood events or water rescues outside city limits, will coordinate activities with the IC/authority having jurisdiction (AHJ).



**Agenda Date: 8/22/2016**

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**Agenda #: 36.File #: 15-3740 Type: Consent Item**

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## **Various Stream Restoration Projects Contract Amendment**

**Action:**

**Approve contract amendment #1 for \$540,000, with Stantec Consulting Services, Inc. for engineering services on stream restoration projects.**

**Staff Resource(s):**

Doug Lozner, Engineering & Property Management

**Explanation**

- On June 28, 2010, the City Council approved a contract with Stantec Consulting Services, Inc. (Stantec) in the amount of \$540,000 for engineering services for stream restoration projects.
- The first project to be initiated under this contract was the Newell Stream Restoration project.
  - The Newell Stream Restoration project is a water quality project located in northeast Charlotte on a tributary of Toby Creek.
  - The project watershed is approximately 235 acres.
- The Coulwood Branch Stream Restoration project is a water quality project located in northwest Charlotte on the Coulwood Branch Stream, a tributary to Gum Branch and Long Creek. The Coulwood project watershed is approximately 500 acres.
- The consulting firm originally selected for the Coulwood project has ceased to exist, the contract closed, and the funds have been reimbursed to the Storm Water Community Investment Plan. The project team previously working on the Coulwood project has been hired by Stantec.
- Stantec has been performing well on current contract tasks for the Newell project.
- Amending the existing contract to include the completion of the Coulwood project will save the City time and the expense of getting another consulting firm up to speed on the project.
- Remaining project tasks for the Coulwood project include the design phase and construction administration services. These tasks are estimated to be approximately \$440,000.
- Amending the existing contract will also allow Stantec to provide construction administration services for the Newell project, estimated to be approximately \$100,000.
- Contract amendment #1, in the amount of \$540,000, will bring the total contract amount to \$1,080,000 allowing for completion of all projects and tasks under this contract and is included in the program budget.

**Charlotte Business INclusion**

All additional work involved under this contract amendment will be performed by Stantec Consulting Services and its existing subconsultants (Part D: Section 6 of the Charlotte Business INclusion Policy).

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**Agenda #:** 36.**File #:** 15-3740 **Type:** Consent Item

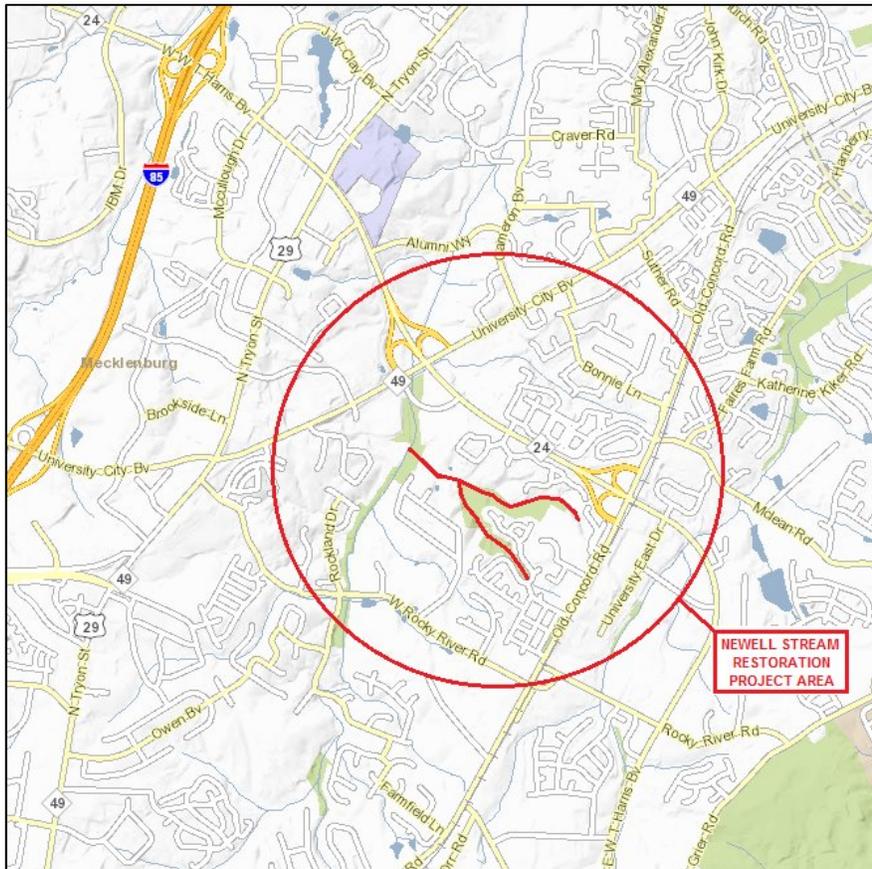
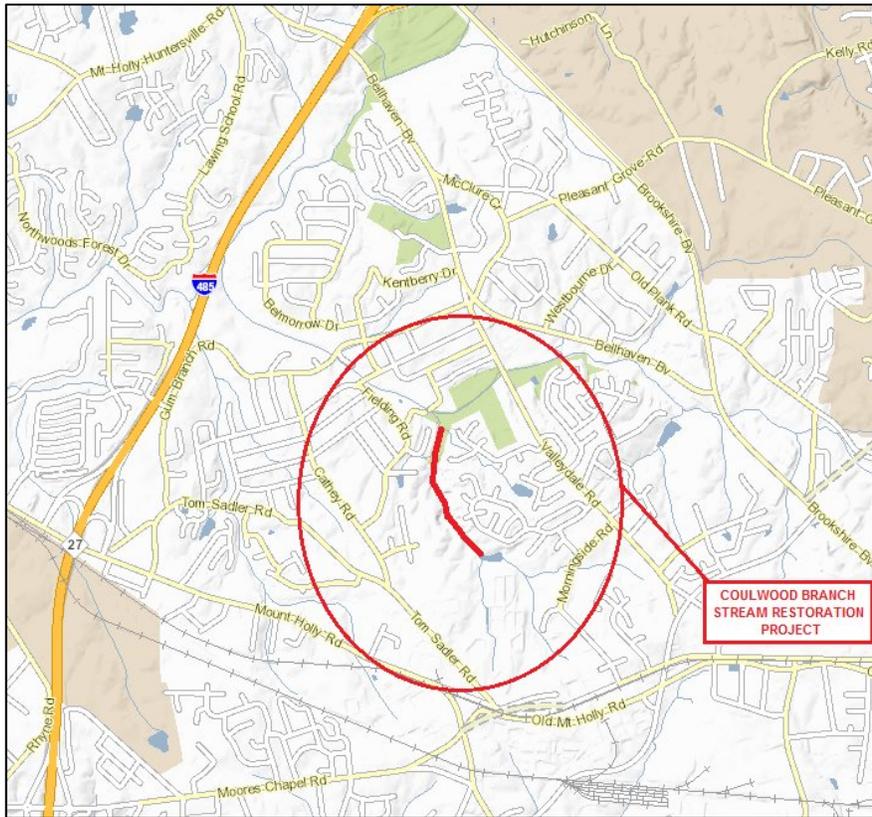
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**Fiscal Note**

Funding: Storm Water Services Community Investment Plan

**Attachment**

Map



**Location Map: Various Stream Restoration Projects  
Contract Amendment  
(Council Districts 2 and 4)**



**Agenda Date: 8/22/2016**

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**Agenda #: 37.File #: 15-3760 Type: Consent Item**

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## **Water Oak Storm Drainage Improvement Project**

### **Action:**

- A. Approve \$190,000 of the purchase price for 4751 Emory Lane (tax parcel identification 163-08-310) from Mecklenburg County,**
- B. Approve a Memorandum of Agreement between the City of Charlotte and Mecklenburg County for Floodplain Acquisition and Stormwater Improvements at 4751 Emory Lane, and**
- C. Authorize the City Manager to execute any and all documents necessary to comply with the terms of the purchase agreement.**

### **Staff Resource(s):**

Matthew Gustis, Engineering & Property Management  
Charles Anzalone, Engineering & Property Management

### **Explanation**

- The Water Oak Storm Drainage Improvement Project (SDIP) is a flood control project bordered by Hartness Avenue to the north, Stafford Circle to the south, Walker Road to the east and Addison Drive to the west. The project drainage area is approximately 115 acres and it is located within the McMullen Creek watershed.
- The parcel at 4751 Emory Lane is within the Water Oak SDIP. The residents have reported erosion of the stream and flooding of the house, which is located at this parcel.
- Due to the location of the parcel within the FEMA Floodplain, the City inquired whether the County was interested in purchasing this parcel due to existing flooding concerns and construction constraints of the Water Oak SDIP.
- Mecklenburg County expressed interest in acquiring the parcel as part of the County's voluntary Floodplain Buyout Program. The County's Risk Assessment/Risk Reduction Plan criteria determined a maximum of \$140,000 be offered toward the purchase price, including the administrative costs to acquire the property and demolish the structure, estimated to be approximately \$10,000.
- The appraised value is \$330,000. In order to acquire the property the City would contribute \$190,000. The purchase of 4751 Emory Lane will result in a total project cost savings of \$407,000, inclusive of the City's expense to purchase the property, as it will:
  - Reduce the amount of box culvert installed;
  - Eliminate the need for foundation protection installation;
  - Remove the need to relocate existing utilities;
  - Reduce an existing jurisdictional stream impact; and

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**Agenda #: 37.File #: 15-3760 Type: Consent Item**

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- Provide a new open channel to improve water quality.
- The Memorandum of Agreement outlines responsibilities of City and Mecklenburg County:
  - The City will pay \$190,000 of the purchase price of 4751 Emory Lane.
  - Mecklenburg County will acquire, in fee simple, 4751 Emory Lane through a voluntary acquisition process.
  - Mecklenburg County will grant to the City, without any further compensation, those easements necessary on 4751 Emory Lane for construction of the Water Oak SDIP.

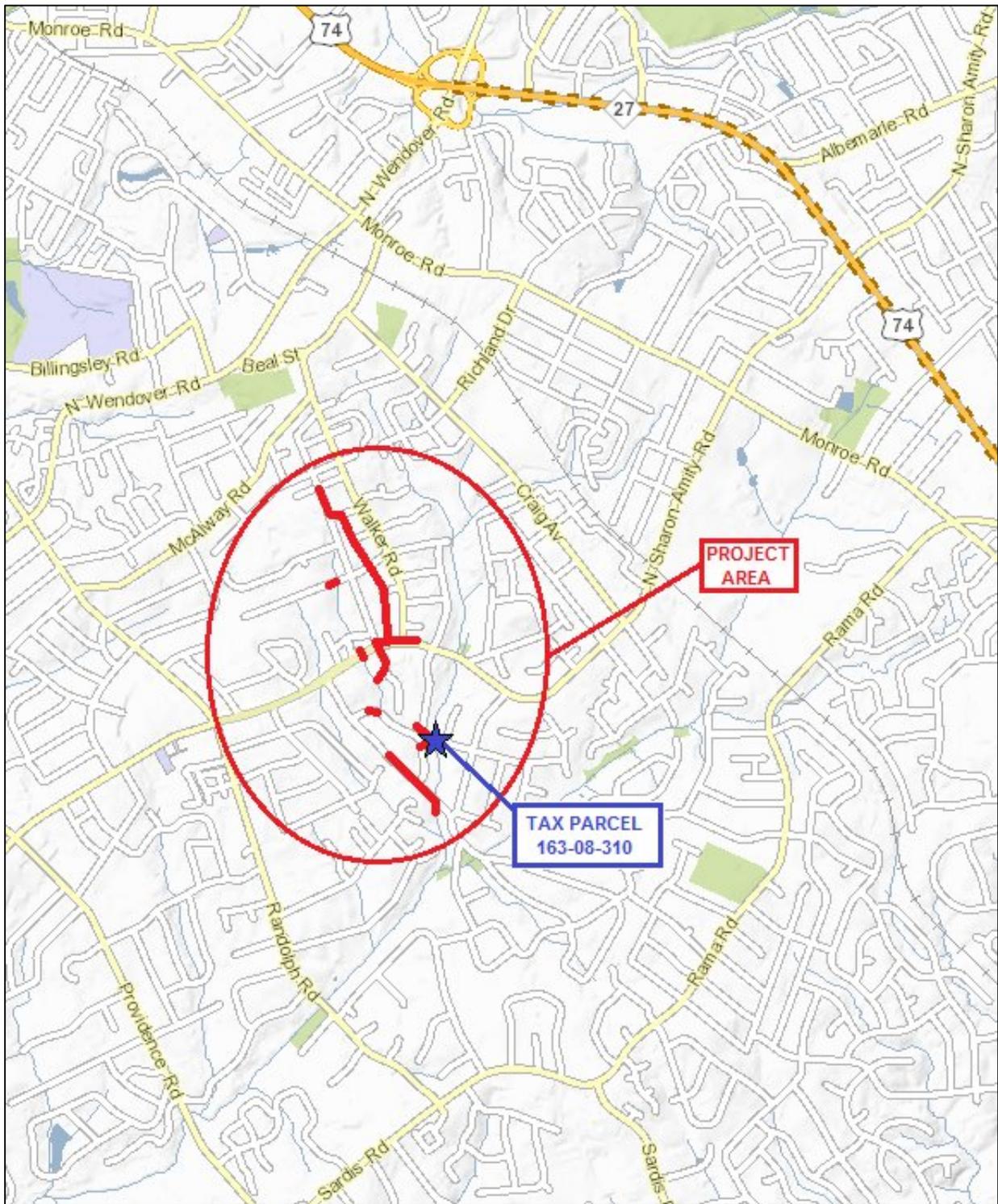
**Charlotte Business INclusion**

This is an Interlocal Agreement contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

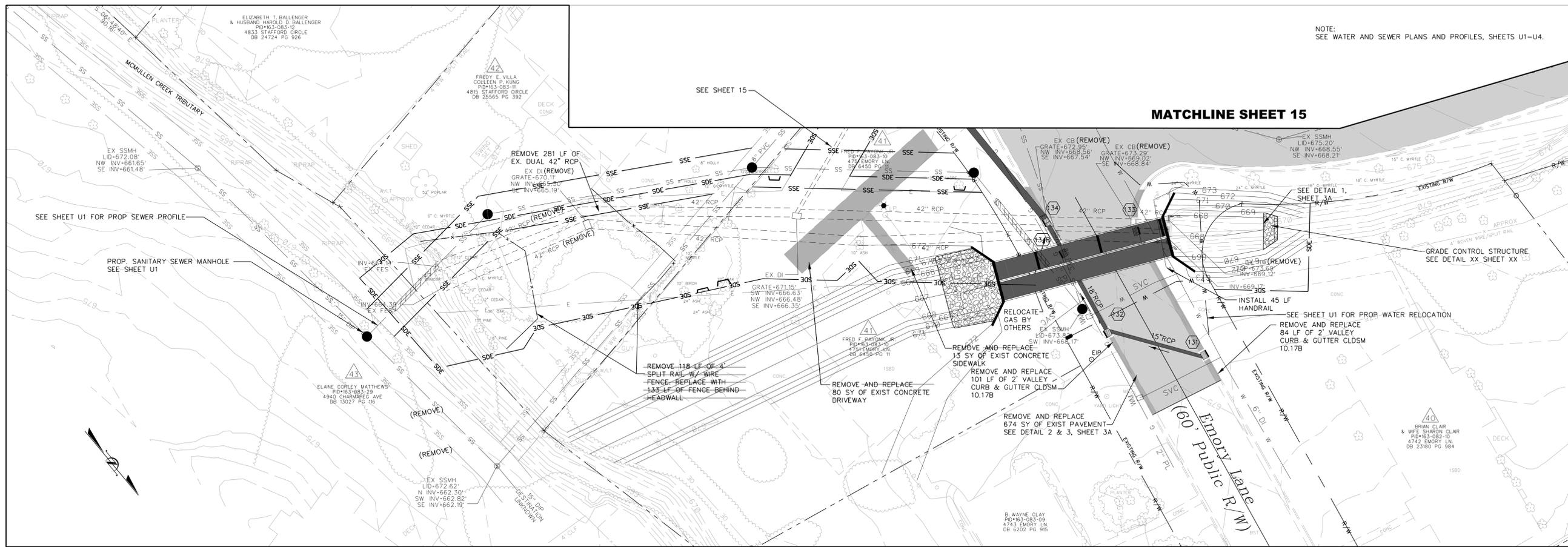
**Funding:** Storm Water Community Investment Plan

**Attachment**

Map  
Site Map  
Prelim Plat  
Memorandum of Agreement



**Location Map: Water Oak Storm Drainage Improvement Project  
(Council Districts 1 and 5)**



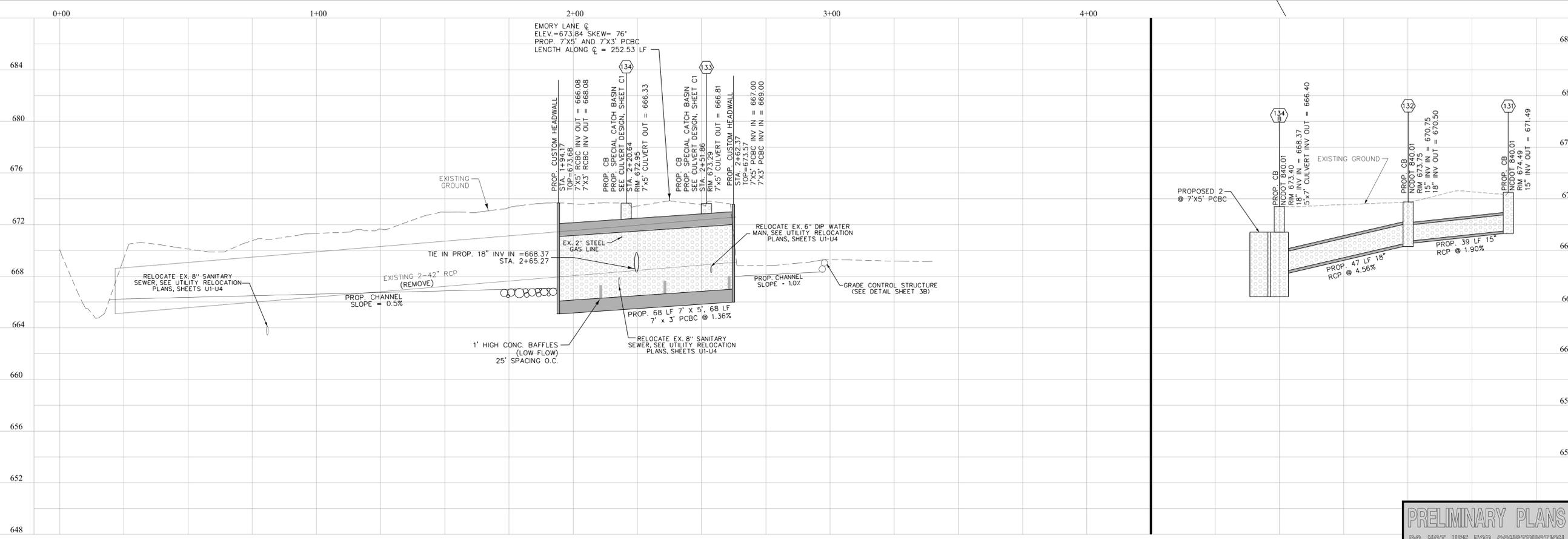
NOTE:  
SEE WATER AND SEWER PLANS AND PROFILES, SHEETS U1-U4.

MATCHLINE SHEET 15



Plans Prepared By:  
**MULKEY ENGINEERS & CONSULTANTS**  
2500 E. INDEPENDENCE BOULEVARD  
CHARLOTTE, NC 28227  
(704) 537-2800 (FAX)  
WWW.MULKEYING.COM

NO.	DATE	BY	DESCRIPTION



**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION

67-12-007	67-12-007	67-12-007	67-12-007
JOB NO.	CAD FILE PATH	CHECKED BY	DATE
MULKEY	MULKEY	MULKEY	APRIL 2015
PREPARED BY	APPROVED BY	DATE	DATE

**WATER OAK STORM DRAINAGE IMPROVEMENT PROJECT**  
**PLAN AND PROFILE OPTION 1**

SHEET **4** OF **20**

# EXHIBIT A

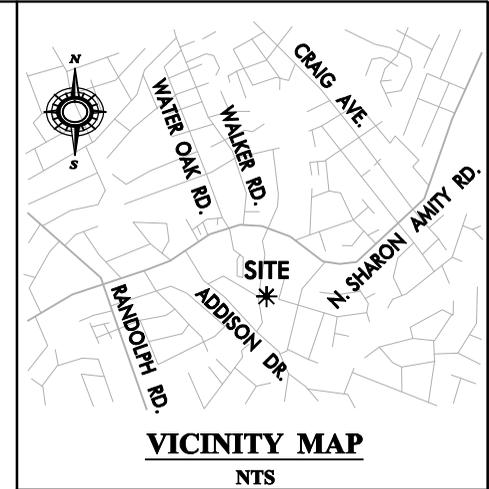
PREPARED BY:

**MULKEY**  
ENGINEERS & CONSULTANTS  
7500 E. INDEPENDENCE BOULEVARD  
SUITE 100  
CHARLOTTE, NC 28227  
(704) 537-7300  
(704) 537-2811 (FAX)  
WWW.MULKEYING.COM

B. WAYNE CLAY  
PID#163-083-09  
4743 EMORY LN.  
DB 6202 PG 915

**NOTES:**

- 1) BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED MAP INFORMATION.
- 2) TOTAL AREA = 20,743 SQ.FT.
- 3) TOTAL EXISTING STORM DRAINAGE EASEMENT = 5,380 SQ.FT.
- 4) COMBINED EXISTING STORM DRAINAGE EASEMENT AND NEW STORM DRAINAGE EASEMENT 1,828 SQ.FT.
- 5) STORM DRAINAGE EASEMENT = 9,311 SQ.FT.
- 6) TOTAL REMAINING STORM DRAINAGE EASEMENT = 5,584 SQ.FT.
- 7) COMBINED EXISTING STORM DRAINAGE EASEMENT AND SANITARY SEWER EASEMENT 354 SQ.FT.
- 8) SANITARY SEWER EASEMENT = 860 SQ.FT.
- 9) AREA REMAINING = 20,743 SQ.FT.



I, J. David Lee II NCPLS L-4175, certify that this plat was drawn under my supervision from an actual survey made under my supervision, and was prepared for the purpose of Right-of-Way and/or Easement Acquisition only, and is not shown in

**PRELIMINARY PLAT**  
NOT FOR RECORDATION,  
CONVEYANCES, OR SALES



**LEGEND**

- SDE - STORM DRAINAGE EASEMENT LINE
- E - EXISTING STORM DRAINAGE EASEMENT LINE
- SSE - SANITARY SEWER EASEMENT LINE
- - - - EXIST. PROPERTY LINE
- [Cross-hatched] STORM DRAINAGE EASEMENT
- [Dotted] SANITARY SEWER EASEMENT
- IRON PIN FOUND
- NAIL SET

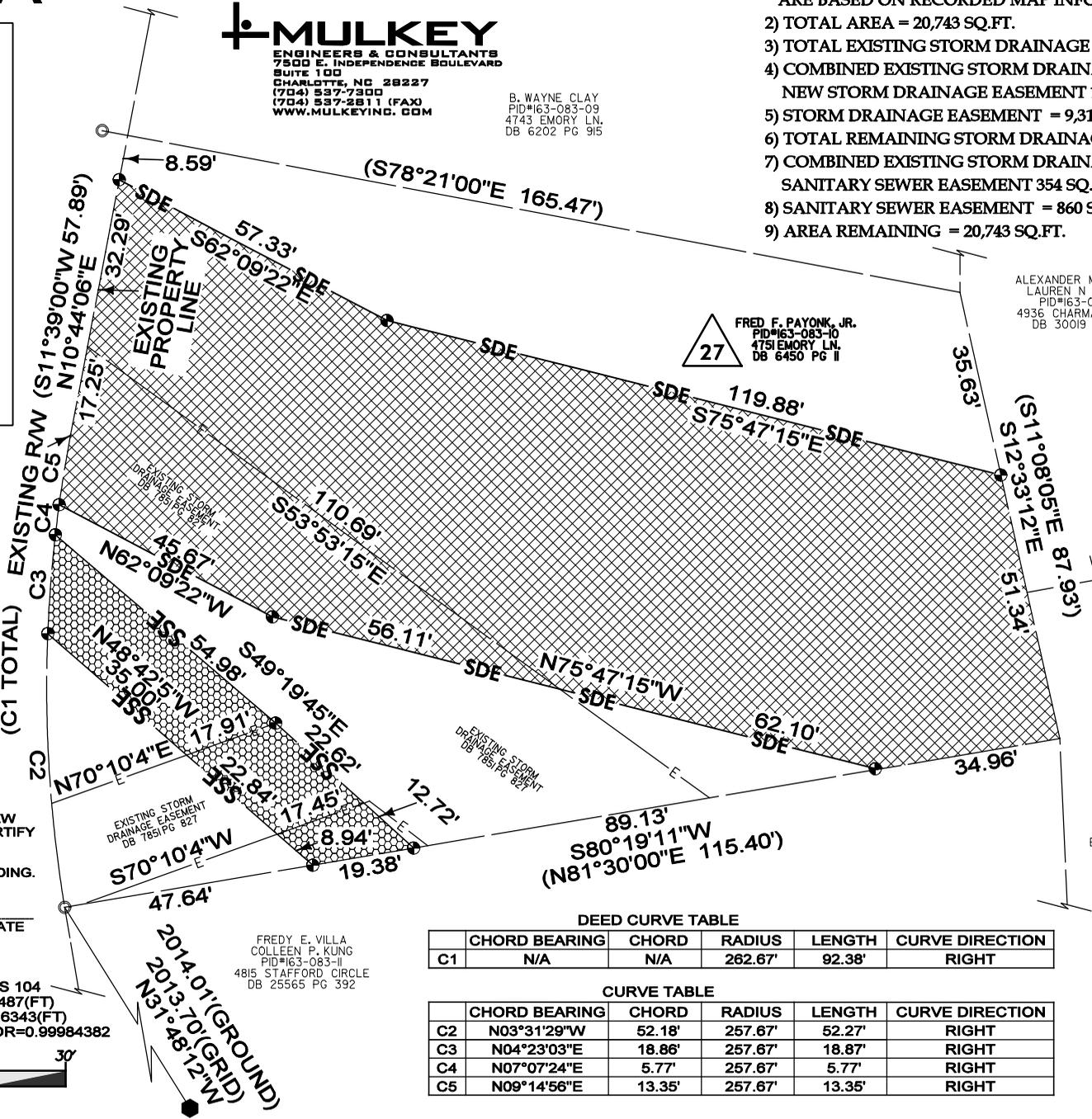
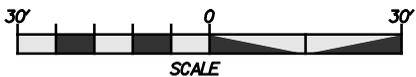


STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

MULKEY GPS 104  
N=521,744.6487(FT)  
E=1,466,826.6343(FT)  
GRID FACTOR=0.99984382



ALEXANDER M. MCGOWIN  
LAUREN N. MCGOWIN  
PID#163-083-30  
4936 CHARMAPEG AVE.  
DB 30019 PG 768

FRED F. PAYONK, JR.  
PID#163-083-10  
4751 EMORY LN.  
DB 6450 PG II

ELAINE CORLEY MATTHEWS  
PID#163-083-29  
4940 CHARMAPEG AVE.  
DB 13027 PG 116

**DEED CURVE TABLE**

CHORD BEARING	CHORD	RADIUS	LENGTH	CURVE DIRECTION	
C1	N/A	N/A	262.67'	92.38'	RIGHT

**CURVE TABLE**

CHORD BEARING	CHORD	RADIUS	LENGTH	CURVE DIRECTION	
C2	N03°31'29"W	52.18'	257.67'	52.27'	RIGHT
C3	N04°23'03"E	18.86'	257.67'	18.87'	RIGHT
C4	N07°07'24"E	5.77'	257.67'	5.77'	RIGHT
C5	N09°14'56"E	13.35'	257.67'	13.35'	RIGHT

**CHARLOTTE**  
ENGINEERING & PROPERTY MANAGEMENT

REVISIONS	<b>Water Oak Storm Drain Improvement Project</b>	PROJECT NO. 671-12-007
SCALE 1" = 30'		FILE NO.
DRAWN BY: CKD	PROPERTY ACQUISITION OWNER: FRED F. PAYONK, JR.	SHEET 1
DATE: XX	CHECKED BY: JDJ	OF 1
	SURVEY SUPVR.: JDJ	

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF CHARLOTTE AND MECKLENBURG COUNTY  
FOR FLOODPLAIN ACQUISITION & STORMWATER IMPROVEMENTS  
AT 4751 EMORY LANE, CHARLOTTE, NC**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Mecklenburg County, a political subdivision of the State of North Carolina (the “County”) and the City of Charlotte, a municipal corporation of the State of North Carolina (the “City”).

**I. PURPOSE**

The purpose of this MOA is to establish the general responsibilities and obligations of the County and City for the County's voluntary acquisition of fee simple rights and the City's subsequent receipt of easement rights with respect to the real property at 4751 Emory Lane, PID #16308310 in Charlotte (“Emory Lane Parcel”). Upon successful County voluntary purchase of the Emory Lane Parcel, the parties agree to work together in good faith to enter into all easements and/or agreements on the Emory Lane Parcel necessary for construction of the Water Oak Storm Drainage Improvement Project (“City Project”) on the Emory Lane Parcel. The obligations and responsibilities of the parties as outlined in this MOA shall be expressly conditioned upon execution and delivery by each party of such more particular easements and/or agreements.

**II. RESPONSIBILITIES OF THE CITY**

As part of the City Project, the City agrees to:

1. Upon City Council approval, pay the County a total of \$190,000 towards the \$330,000 purchase price, no later than sixty (60) days after the County gives the City notice that the County has acquired the Emory Lane Parcel.
2. Prepare and deliver the proposed easement acquisition documents (plat and easement deed) to the County.
3. Produce engineering design plans (“Design Plans”) signed and sealed by a professional engineer for the storm water improvements.

4. Construct the storm water improvements in accordance with the preliminary Design Plans and as shown on the attached exhibit titled “Plan and Profile Option 1.”
5. Insure that all costs associated with construction of storm water improvements, including, but not limited to, any utility relocation cost, will not be County’s obligation.

### **III. RESPONSIBILITIES OF THE COUNTY**

To enable the City to achieve efficiencies in constructing the City Project, the County agrees to:

1. Acquire, in fee simple, the Emory Lane Parcel through a voluntary acquisition process.
2. Demolish the existing structure on the Emory Lane Parcel at an estimated cost of \$10,000 prior to the date that the City starts the City Project.
3. Grant to the City, without any further compensation, those easements necessary on the Emory Lane Parcel for construction of the City Project located on the Emory Lane Parcel in the approximate locations shown on Exhibit A.
4. Grant the above-mentioned easements within ninety (90) days after receipt of the easement acquisition documents (plat and easement deed) from the City’s agent.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOA to be executed as of the date first written above.

[Signatures are on the following pages]

**MECKLENBURG COUNTY:**

**BY:** \_\_\_\_\_  
\_\_\_\_\_ County Manager

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

APPROVED AS TO FORM

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

PREAUDIT NOT REQUIRED

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

CITY OF CHARLOTTE

BY: \_\_\_\_\_  
City Manager's Office

THIS INSTRUMENT AS BEEN PREAUDITED  
IN THE MANNER REQUIRED BY THE  
LOCAL GOVERNMENT BUDGET AND  
FISCAL CONTROL ACT.

\_\_\_\_\_  
City of Charlotte  
Director of Finance



**Agenda Date: 8/22/2016**

---

**Agenda #: 38.File #: 15-3599 Type: Consent Item**

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## **Airport Federal Aviation Administration Grants Acceptance**

**Action:**

- A. Adopt a resolution accepting a Federal Aviation Administration grant in the amount of \$3,750,000,**
  
- B. Adopt a resolution accepting a Federal Aviation Administration grant in the amount of \$11,564,438, and**
  
- C. Adopt a budget ordinance appropriating \$15,314,438 of grant proceeds to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Background**

- Each year the Federal Aviation Administration (FAA) provides Airport Improvement Program entitlement grant funding based on the Airport's number of boarded passengers and cargo.
- The total amount of the entitlement funding for Fiscal Year 2016 is \$15,314,438.

**Explanation**

Action A

- The FFA grant for \$3,750,000 will fund 75% of the costs associated with an Environmental Impact Statement for the Airport's fourth parallel runway and other projects.

Action B

- The FAA grant for \$11,564,438 will fund 75% of the costs associated with various airfield projects including the:
  - Airport Rescue and Firefighting Truck,
  - Taxiway C Rehabilitation,
  - Fixed Base Operator Ramp Rehabilitation, and
  - Pavement Management Program.

**Fiscal Note**

Funding: Aviation Community Investment Plan

---

**Agenda #:** 38.**File #:** 15-3599 **Type:** Consent Item

---

Passenger Facility Charges will pay for the remaining 25% of the project costs.

**Attachment**

Budget Ordinance  
Resolution

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$15,314,438 IN FEDERAL AVIATION ADMINISTRATION GRANT PROCEEDS TO THE AVIATION COMMUNITY INVESTMENT PLAN FUND

---

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$15,314,438 is available from the Federal Aviation Administration grants for appropriate to the Aviation Community Investment Plan Fund for the following projects:

Project Name: Environmental Impact Statement  
Fund 6064  
Project 4020901568  
Source 1000  
Type 10001000  
Year 2017

Project Name: Taxiway C Rehab  
Fund 6064  
Project 4020901619  
Source 1000  
Type 10001000  
Year 2017

Project Name: Fixed Base Operator Ramp Rehabilitation  
Fund 6064  
Project 4020901621  
Source 1000  
Type 10001000  
Year 2017

Project Name: Aircraft Rescue and Firefighting Station  
Fund 6064  
Project 4020901522  
Source 1000  
Type 10001000  
Year 2017

Project Name: Pavement Management Program  
Fund 6064  
Project 4020901630  
Source 1000  
Type 10001000  
Year 2017

Section 2. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney

## RESOLUTION

EXTRACT FROM THE MINUTES OF REGULAR MEETING OF THE CITY COUNCIL  
FOR THE CITY OF CHARLOTTE HELD ON AUGUST 22, 2016.

The following resolution was introduced by \_\_\_\_\_,  
seconded by \_\_\_\_\_, considered and adopted.

RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING, AND  
RATIFYING THE EXECUTION OF THE GRANT AGREEMENT FOR PROJECT  
NUMBER 3-37-0012-74-2015 BETWEEN THE UNITED STATES OF AMERICA  
AND THE CITY OF CHARLOTTE, NORTH CAROLINA BE IT RESOLVED, by THE  
CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA.

### SECTION 1.

That said the City Council hereby authorizes, adopts, approves,  
accepts, and ratifies the execution of a Grant Agreement between  
the Federal Aviation Administration on behalf of the United  
States of America and the City of Charlotte, North Carolina

### SECTION 2.

That the Execution of said Grant Agreement in quadruplicate on  
behalf of said City Council by Brent Cagle, Aviation Director  
and the impression of the official seal of the City of Charlotte  
and the attestation by Stephanie Kelly, City Clerk is hereby  
authorized, adopted, approved, accepted and ratified.

### SECTION 3.

That the Aviation Director is hereby authorized to execute  
payment requests under these Grant Agreements on behalf of said  
City of Charlotte.



**Agenda Date:** 8/22/2016

---

**Agenda #:** 39.**File #:** 15-3691 **Type:** Consent Item

---

## **Transportation Security Administration Canine Team Other Transaction Agreement**

**Action:**

**Adopt a resolution approving an Other Transaction Agreement from the Transportation Security Administration National Explosives Detection Canine Team Program for a term of four years.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The National Explosives Detection Canine Team Program, under the Transportation Security Administration (TSA), has awarded Charlotte Douglas International Airport an Other Transaction Agreement (OTA) to reimburse the Aviation Department expenses associated with the operation of seven TSA-certified canine teams at the Airport.
- The Charlotte-Mecklenburg Police Department provides Aviation with canine teams to operate at the Airport on a regular and on-call basis. These teams are one part of the Airport's Security Program, providing explosive detection around the Airport complex.
- The OTA provides for reimbursement of \$50,500 per team.
- The total estimated value of the contract for four years is \$1,414,000.

**Fiscal Note**

Funds: Funds received as the result of this OTA will be deposited into the Aviation Operating Fund

**Attachment**

Resolution

**RESOLUTION**

EXTRACT FROM THE MINUTES OF A REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL HELD ON August 22, 2016.

The following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, considered and adopted.

RESOLUTION AUTHORIZING, ADOPTING, APPROVING, ACCEPTING AND RATIFYING THE EXECUTION OF THE GRANT AGREEMENT FOR 2016 TRANSPORTATION SECURITY ADMINISTRATION NATIONAL EXPLOSIVES DETECTION CANINE TEAM PROGRAM BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF CHARLOTTE, NORTH CAROLINA

BE IT RESOLVED, by the CITY COUNCIL of THE CITY OF CHARLOTTE, NORTH CAROLINA

SECTION 1. That said City Council hereby authorizes, adopts, approves, accepts and ratifies the execution of a Grant Agreement between the Federal Aviation Administration on behalf of the United States of America and the City of Charlotte, North Carolina

SECTION 2. That the Execution of said Grant Agreement in quadruplicate on behalf of said City Council by Brent Cagle, Aviation Director and the impression of the official seal of the City of Charlotte and the attestation by Stephanie Kelly, City Clerk hereby authorized, adopted, approved, accepted and ratified.

SECTION 3. That the Aviation Director is hereby authorized to execute payment requests under these Grant Agreements on behalf of said City of Charlotte.



**Agenda Date:** 8/22/2016

---

**Agenda #:** 40. **File #:** 15-3767 **Type:** Consent Item

---

## **Airport General Aviation Ramp Rehabilitation**

**Action:**

- A. Award a contract in the amount of \$4,835,995 to the lowest responsive bidder Blythe Brothers Asphalt Co, for pavement rehabilitation of the General Aviation Ramp, and**
  
- B. Adopt a budget ordinance appropriating \$4,835,995 from the Aviation Excluded Discretionary Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The General Aviation Ramp is used for corporate and private aircraft operations.
- The project scope includes construction of concrete aircraft parking positions, and the resurfacing of asphalt taxi lanes and aircraft parking positions to improve the condition of the ramp.
- On May 23, 2016, the City issued an Invitation to Bid for construction; one bid was received from an interested service provider.
  - In accordance to North Carolina General Statute 143-132, if three bids are not received from reputable and qualified contractors, then the project must be re-advertised. During the re-advertisement, the contract may be awarded to the lowest responsible bidder even if only one bid is received from an interested service provider.
  - On July 1, 2016, the project was re-advertised; two bids were received from interested service providers.
- Blythe Brothers Asphalt Co, was the lowest responsive, responsible bidder.
- The Airport is seeking a grant from the Federal Aviation Administration for 75% reimbursement of eligible construction costs. Local funds will pay for the remaining 25%.

**Disadvantaged Business Enterprise**

Established DBE Goal: 8.00%

Committed DBE Goal: 8.00%

Blythe Brothers Asphalt Co. Inc. LLC, met the established subcontracting goal, and has committed 8.00% (\$386,900) of the total contract amount to the following certified firms:

- Express Logistics Services (DBE, SBE, MBE) (\$352,775) (hauling)
- Southeastern Public Safety Group (DBE, SBE) (\$34,125) (security)

**Fiscal Note**

Funding: Aviation Community Investment Plan

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**Agenda #:** 40.**File #:** 15-3767 **Type:** Consent Item

---

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$4,835,995 FROM THE AVIATION EXCLUDED DISCRETIONARY FUND FOR PAVEMENT REHABILITATION OF THE GENERAL AVIATION RAMP

---

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$4,835,995 is available from the Aviation Excluded Discretionary Fund (6010) for the contract with Blythe Brothers Asphalt Co
  
- Section 2. That the sum of \$4,835,995 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund 6064  
Project 4020901621  
Source 6000  
Type 60006010  
Year 0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date:** 8/22/2016

---

**Agenda #:** 41. **File #:** 15-3768 **Type:** Consent Item

---

## **Airport Flight Tracking System Services**

**Action:**

- A. Approve a contract with Harris Corporation for flight tracking system services for an initial term of three years, and**
  
- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Aviation Department has ongoing needs for Flight Tracking System (FTS) services for the purpose of tracking noise complaints and reviewing flight tracks.
- The Harris Corporation will provide a company-hosted web-based solution, including all necessary software, training, and support services to deliver FTS services to the Airport. Harris Corporation will also provide two additional services: a public portal and a computer-based noise monitoring system that will allow the Aviation Department to deliver better reporting and public access to flight data.
- These services will allow the Aviation Department to review details of flight tracks and its relative proximity to addresses, create custom reports as needed, and provide more timely information related to aircraft flight patterns to the public.
- On May 11, 2016, the City issued a Request for Proposal (RFP) for FTS Services. In response to the RFP, the City received seven proposals from interested service providers.
- Aviation staff evaluated the proposals and determined that Harris Corporation best meets the City's needs in terms of experience, proposed solution, staffing, cost, and responsiveness to RFP requirements.
- Estimated total expenditures for the contract, including the additional services, are \$247,500.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Aviation Operating Budget



**Agenda Date: 8/22/2016**

---

**Agenda #: 42.File #: 15-3773 Type: Consent Item**

---

## **Airport Consolidated Rental Car Facility Car Wash Improvements**

**Action:**

- A. Award a contract in the amount of \$635,525 to the lowest responsive bidder Encompass Building Group, Inc. for improvements to the existing Consolidated Rental Car Facility Car Wash and Detailing Areas, and**
  
- B. Adopt a budget ordinance in the amount of \$635,525 from the Aviation Contract Facility Charge Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Consolidated Rental Car Facility (CONRAC) opened in 2015 and is located on the bottom three levels of the new Hourly Parking Deck. The CONRAC includes car wash and fueling facilities on the bottom level of the deck.
- After operating for a full winter and summer season Aviation and the rental car companies have identified a need for a heating system and additional air circulation for improved moisture and temperature controls.
- The project scope includes:
  - Electric infrared heaters and motorized overhead doors for the carwash bays to protect and prevent freezing of the equipment.
  - Installation of several commercial grade recirculation fans at the fueling and vacuuming areas to help reduce the moisture levels coming from the carwash bays.
- On June 23, 2016, the City issued an Invitation to Bid for construction, and on July 14, 2016 two bids were received.
  - In accordance to North Carolina General Statute 143-132, if three bids are not received from reputable and qualified contractors, then the project must be re-advertised. During the re-advertisement, the contract may be awarded to the lowest responsible bidder even if only one bid is received from an interested service provider.
  - On July 14, 2016, the project was re-advertised; two bids were received from interested service providers.
- Encompass Building Group Inc. was the lowest responsive, responsible bidder.
- The project will be funded with Contract Facility Charge revenues that are generated by customers renting cars at the airport.

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**Agenda #: 42.File #: 15-3773 Type: Consent Item**

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**Charlotte Business INclusion**

Established SBE Goal: 4.00%

Committed SBE Goal: 7.55%

Encompass Building Group, Inc exceeded the established subcontracting goal, and has committed 7.55% (\$48,000) of the total contract amount to the following certified firm (Part B: Section 3 of the Charlotte Business INclusion Policy):

- All-Pro Builders and Restorations, LLC (SBE, MBE) (\$48,000) (construction management services)

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$635,525 FROM THE AVIATION CUSTOMER FACILITY CHARGE FUND FOR THE AIRPORT CONSOLIDATED RENTAL CAR FACILITY CAR WASH

---

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$635,525 is available from the Contract Facility Charge Fund (6003) for the contract with Encompass Building Group, Inc.
  
- Section 2. That the sum of \$635,525 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund                    6070  
Project                4020905601  
Source                 6000  
Type                    60006003  
Year                    0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



Agenda Date: 8/22/2016

---

Agenda #: 43.File #: 15-3613 Type: Consent Item

---

## Airport Pavement Deicing Chemicals

### Action:

- A. Award a unit price contract to the lowest responsive bidder Nachurs Alpine Solutions Industrial for the purchase of airport liquid deicing chemicals for a three-year term,
- B. Award a unit price contract to the lowest responsive bidder LNT Solutions, Inc. for the purchase of Airport solid deicing chemicals for a three-year term, and
- C. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.

### Staff Resource(s):

Jack Christine, Aviation

### Explanation

- During inclement winter weather events, the Airport supports aircraft and passenger operations with pavement chemicals.
- Liquid and solid deicing chemicals are used throughout the facility to treat surfaces to minimize the formation of ice.
- On June 20, 2016, Aviation issued an Invitation to Bid; five bids were received from interested service providers.
- Nachurs Alpine Solutions Industrial (NASi) was selected as the lowest responsive, responsible bidder for liquid chemicals.
- LNT Solutions, Inc. was selected as the lowest responsive, responsible bidder for solid chemicals (sodium formate).
- Estimated annual expenditures are \$180,000 for solid and \$150,000 for liquid chemicals.

### Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

### Fiscal Note

Funding: Aviation Operating Fund

Attachment  
Summary of Bids

<b>Charlotte Douglas International Airport</b>									
<b>Project: Liquid and Solid Deicing Chemicals</b>									
<b>Bid Opening: 7/14/16 @ 11:00AM</b>									
<b>Company Name</b>	<b>1.9 Sealed Opaque Envelope / Vendor Name and ITB # &amp;Description</b>	<b>3 Copies + Electronic</b>	<b>Form 1 Bidd Submission</b>	<b>Form 2 Add. Ack.</b>	<b>Ack. Adenda</b>	<b>Form 3 Exceptions</b>	<b>Form 4 Pricing</b>	<b>Form 5 Non-Disc.</b>	<b>Form 6 Ref.</b>
<b>New Deal Deicing</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>LNT Solutions</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Clariant</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>NASi</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Peters Chemical</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓

Company: New Deal Deicing				
Product		YEAR 1	YEAR 2	YEAR 3
Potassium Acetate (KAc) Liquid		\$ ____ /Gallon	\$ ____ /Gallon	\$ ____ /Gallon
Sodium Acetate (NAAC) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Formate (SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Acetate/ Sodium Formate (NAAC/SF) Solid	for 55 lb. Bag	\$ 0.86 /LB	\$ 0.86 /LB	\$ 0.86 /LB
	for 2,205 lb. Bulk bag	\$ 0.839 /LB	\$ 0.839 /LB	\$ 0.839 /LB

Company: NASi				
Product		YEAR 1	YEAR 2	YEAR 3
Potassium Acetate (KAc) Liquid	Pricing based on Full TL, apprx. 4400gallons	\$ 4.48 /Gallon	\$ 4.48 /Gallon	\$ 4.48 /Gallon
Sodium Acetate (NAAC) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Formate (SF) Solid	for 55 lb. Bag	\$ 0.63 /LB	\$ 0.63 /LB	\$ 0.63 /LB
	for 2,205 lb. Bulk bag	\$ 0.63 /LB	\$ 0.63 /LB	\$ 0.63 /LB
Sodium Acetate/ Sodium Formate (NAAC/SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB

Company: LNT Solutions				
Product		YEAR 1	YEAR 2	YEAR 3
Potassium Acetate (KAc) Liquid		\$ ____ /Gallon	\$ ____ /Gallon	\$ ____ /Gallon
Sodium Acetate (NAAC) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Formate (SF) Solid	for 55 lb. Bag	\$ 0.625 /LB	\$ 0.625 /LB	\$ 0.625 /LB
	for 2,205 lb. Bulk bag	\$ 0.6237 /LB	\$ 0.6237 /LB	\$ 0.6237 /LB
Sodium Acetate/ Sodium Formate (NAAC/SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB

Company: Peters Chemical				
Product		YEAR 1	YEAR 2	YEAR 3
Potassium Acetate (KAc) Liquid		\$ 5.45 /Gallon	\$ 5.60 /Gallon	\$ 5.75 /Gallon
Sodium Acetate (NAAC) Solid	for 55 lb. Bag	\$ 0.998 /LB	\$ 1.03 /LB	\$ 1.06 /LB
	for 2,205 lb. Bulk bag	\$ 0.975 /LB	\$ 1.01 /LB	\$ 1.03 /LB
Sodium Formate (SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Acetate/ Sodium Formate (NAAC/SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB

Company: Clariant				
Product		YEAR 1	YEAR 2	YEAR 3
Potassium Acetate (KAc) Liquid		\$ ____ /Gallon	\$ ____ /Gallon	\$ ____ /Gallon
Sodium Acetate (NAAC) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
Sodium Formate (SF) Solid	for 55 lb. Bag	\$ 0.748 /LB	"Per Section 8"	"Per Section 8"
	for 2,205 lb. Bulk bag	\$ 0.726 /LB	"Per Section 8"	"Per Section 8"
Sodium Acetate/ Sodium Formate (NAAC/SF) Solid	for 55 lb. Bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB
	for 2,205 lb. Bulk bag	\$ ____ /LB	\$ ____ /LB	\$ ____ /LB



Agenda Date: 8/22/2016

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Agenda #: 44. File #: 15-3678 Type: Consent Item

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## Airport Roof Replacements at Fire Station 17 and Piper Lane Properties

### Action:

- A. Award a contract in the amount of \$278,197 to the lowest responsive bidder Johnson's Roofing Service Inc. for the Fire Station 17 roof replacement project,**
- B. Award a contract in the amount of \$194,152.35 to the lowest responsive bidder Mecklenburg Roofing for the 3140 Piper Lane roof replacement project,**
- C. Award a contract in the amount of \$136,402.35 to the lowest responsive bidder Mecklenburg Roofing for the 3141 Piper Lane roof replacement project, and**
- D. Adopt a budget ordinance appropriating \$278,197 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

### Staff Resource(s):

Jack Christine, Aviation

### Explanation

- The contract with Mecklenburg Roofing will replace aged and deteriorating roof systems, over 30 years old, at three Airport-owned buildings:
  - Fire Station 17, and
  - 3140 and 3141 Piper Lane, which are large warehouses.
- On June 21, 2016, the City issued an Invitation to Bid for Fire Station 17; three bids were received from interested service providers. Johnson's Roofing Service Inc. was selected as the lowest responsive, responsible bidder.
- On July 13, 2016, the City issued an Invitation to Bid for 3140 and 3141 Piper Lane; four bids were received from interested service providers.
- Mecklenburg Roofing was selected as the lowest responsive, responsible bidder for both.

### Charlotte Business INclusion

#### Action A:

Construction contracts estimated to be less than \$300,000 are informal and exempt from the goal setting process (Part A: Section 3.1 of the Charlotte Business INclusion Policy).

#### Action B:

Construction contracts estimated to be less than \$300,000 are informal and exempt from the goal setting

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**Agenda #: 44. File #: 15-3678 Type: Consent Item**

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process (Part A: Section 3.1 of the Charlotte Business INClusion Policy).

However, Mecklenburg Roofing has committed 6.87% (\$13,338) of the total contract amount to the following certified firm:

- Berry's Container Service, LLP (SBE) (\$13,338) (dumpster rental)

Action C:

Construction contracts estimated to be less than \$300,000 are informal and exempt from the goal setting process (Part A: Section 3.1 of the Charlotte Business INClusion Policy).

However, Mecklenburg Roofing has committed 4.52% (\$6,162) of the total contract amount to the following certified firm:

- Berry's Container Service, LLP (SBE) (\$6,162) (dumpster rental)

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$278,197 FROM THE AVIATION DISCRETIONARY FUND FOR THE FIRE STATION 17 ROOF REPLACEMENT PROJECT

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$278,197 is available from the Aviation Discretionary Fund for the contract with Johnson's Roofing Service, Inc.
  
- Section 2. That the sum of \$278,197 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund 6064  
Project 4020901629  
Source 6000  
Type 60006001  
Year 0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date: 8/22/2016**

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**Agenda #: 45.File #: 15-3778 Type: Consent Item**

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## **Airport Terminal Escalator Infrastructure Changes**

### **Action:**

- A. Award a contract in the amount of \$210,100 to the lowest responsive bidder The Bowers Group, LLC for infrastructure changes necessary for the replacement of escalators at Terminal B and C Checkpoints, and**
  
- B. Adopt a budget ordinance in the amount of \$210,100 from the Aviation Discretionary Fund to the Airport Community Investment Plan Fund.**

### **Staff Resource(s):**

Jack Christine, Aviation

### **Explanation**

- In May 1982, the Terminal building opened and the existing escalators were put into service. After 34 years of service, these escalators are in need of replacement.
- On January 26, 2015, City Council approved an amendment to the Schindler Elevator Corporation contract that includes the equipment necessary for the replacement of the escalators at B and C Checkpoints.
- The contract with The Bowers Group, LLC provides changes to the infrastructure necessary to accommodate these new escalator units.
- On June 29, 2016, the City issued an Invitation to Bid for Terminal B and C Checkpoints Escalator Replacement; two bids were received from interested service providers.
- The Bowers Group, LLC was the lowest responsive, responsible bidder.
- The project is anticipated to be complete by first quarter of 2017.

### **Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

### **Fiscal Note**

Funding: Aviation Community Investment Plan

### **Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$210,100 FROM THE AVIATION DISCRETIONARY FUND FOR THE AIRPORT TERMINAL ESCALATORS AT TERMINAL B AND C CHECKPOINTS

---

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$210,100 is available from the Aviation Discretionary Fund for the contract with The Bowers Group, LLC
  
- Section 2. That the sum of \$210,100 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund 6064  
Project 4020901727  
Source 6000  
Type 60006001  
Year 0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date:** 8/22/2016

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**Agenda #:** 46.**File #:** 15-3777 **Type:** Consent Item

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## **Concourse E Employee Entrance Doors**

**Action:**

- A. Award a contract in the amount of \$142,800 to the lowest responsive bidder The Bowers Group, LLC for general construction for the employee entrance doors on Concourse E, and**
  
- B. Adopt a budget ordinance appropriating \$142,800 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- Since the opening of Concourse E, the amount of airline employees using the employee entrance doors has more than doubled in the last 10 years.
- The project includes work necessary to provide changes to an existing security access door and to install an additional security access door to provide separate egress and ingress doors for employees on Concourse E.
- On June 6, 2016, the City issued an Invitation to Bid for Employee Entrance Doors; one bid was received from an interested provider.
  - In accordance to North Carolina General Statute 143-132, if three bids are not received from reputable and qualified contractors, then the project must be re-advertised. During the re-advertisement, the contract may be awarded to the lowest responsive bidder even if only one bid is received from an interested service provider.
  - On July 12, 2016, the project was re-bid and two bids were received from interested service providers.
- The Bowers group, LLC was the lowest responsive, responsible bidder.
- The airlines will pay for the cost of this project through rates and charges.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$142,800 FROM THE AVIATION DISCRETIONARY FUND FOR THE AIRPORT CONCOURSE E EMPLOYEE ENTRANCE DOORS

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$142,800 is available from the Aviation Discretionary Fund for the contract with The Bowers Group, LLC
  
- Section 2. That the sum of \$142,800 is hereby appropriated in the Aviation Community Investment Plan Fund to the following project:  
Fund 6064  
Project 4020901728  
Source 6000  
Type 60006001  
Year 0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date: 8/22/2016**

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**Agenda #: 47.File #: 15-3698 Type: Consent Item**

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## **Airport Redesign of Airfield Markings**

**Action:**

**Approve a contract in the amount of \$267,560 with Delta Airport Consultants Inc. for redesign of airfield markings.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Airport is in the process of removing and remarking all airfield paint markings, as part of maintaining Federal Aviation Administration compliance.
- The professional services contract with Delta Airport Consultants Inc. includes surveying, construction inspection, engineering, and construction administration.
- On April 14, 2014, the City issued a Request for Qualifications (RFQ) for general architectural and engineering services, including airfield engineering services. In response to the RFQ, the City received 14 proposals from interested professional service providers.
- Aviation staff evaluated and determined that Delta Airport Consultants, Inc. is the best qualified firm to meet the City's needs based on their experience with similar airfield projects.

**Charlotte Business INclusion**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy).

Delta Airport Consultants, Inc. has committed 2.24% (\$6,000) of the total contract amount to the following certified firm:

- Accutech Surveying and Mapping (SBE) (\$6,000) (design ground surveys)

**Fiscal Note**

Funding: Aviation Operating Fund



**Agenda Date:** 8/22/2016

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**Agenda #:** 48.**File #:** 15-3714 **Type:** Consent Item

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## **Airport Bulldozer Donation to North Carolina Transportation Museum**

**Action:**

**Adopt a resolution authorizing the donation of a bulldozer from Charlotte Douglas International Airport to North Carolina Transportation Museum Foundation.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- North Carolina General Statute 160A-280 authorizes the donation of personal property from a city to a non-profit organization, or another governmental unit upon adoption of a resolution by the City Council.
- The North Carolina Transportation Museum and Foundation, a registered 501(c)(3) non-profit organization, will use the Aviation equipment for a public purpose. Visitors will be able to experience and learn the history of North Carolina transportation, including how to operate restored transportation artifacts.
- The equipment is a 1952 model D4 Caterpillar bulldozer valued at approximately \$5,000.
- The Aviation Department does not anticipate a need for the equipment, since it has reached its useful life.
- The NC Transportation Museum will be solely responsible for all future maintenance cost associated with the bulldozer.

**Attachment**

Resolution

Date \_\_\_\_\_

Resolution Book \_\_\_\_\_, Page \_\_\_\_\_

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA  
ON AUGUST 22, 2016**

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

**WHEREAS**, North Carolina General Statutes Section 160A-280 authorizes the City to donate surplus personal property belonging to the City to nonprofit organizations incorporated within the United States pursuant to a Resolution adopted after the posting of a public notice of such Resolution at least five days prior to its adoption; and

**WHEREAS**, the City of Charlotte owns a 1952 D4 Caterpillar Bulldozer, which is surplus, obsolete, or unused property and have been determined as eligible for conveyance pursuant to North Carolina law to eligible nonprofit organizations;

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

1. The Director of the Charlotte Douglas International Airport or the Directors designee is hereby authorized to create and execute such documents as may be or become necessary in order to convey full legal ownership of said bulldozer to The North Carolina Transportation Museum Foundation. The North Carolina Transportation Museum and Foundation will utilize our equipment in furtherance of a public purpose by allowing visitors to experience as well as learn from the history of North Carolina transportation including exposure to how to operate restored transportation artifacts.

The City shall donate said Caterpillar Bulldozer to The North Carolina Transportation Museum Foundation only upon the conditions and subject to the execution of covenants by The North Carolina Transportation Museum Foundation that:

A. they shall at all times use and maintain said bulldozer solely for the provision of public services and the pursuit of recognized "public purposes" they perform as a part of their nonprofit activities;

B. at such time as they shall deem the bulldozer to be unsuitable for further use, The North Carolina Transportation Museum shall dispose of it and shall apply any net proceeds derived from their disposition solely to provide further public services.

2. The City shall convey, and The North Carolina Transportation Museum Foundation shall accept, said bulldozer in "as is" condition, without restriction or limitation, and without warranty of fitness for a particular purpose or other warranty of any kind.

3. Upon and following the said conveyance, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense or ownership of said Bulldozer, and all such expenses of ownership shall be the sole responsibility of The North Carolina Transportation Museum Foundation.

4. By executing the contractual "Agreement" of conveyance to be provided by the City, The North Carolina Transportation Museum Foundation agrees that they have thereupon waived, forgone and forfeited any and all present or future claims against the City arising out of ownership and use of said Bulldozer thereafter.



Agenda Date: 8/22/2016

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Agenda #: 49.File #: 15-3694 Type: Consent Item

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## **Charlotte Water Community Investment Plan Amendment for the Little Sugar Creek Tributary to Fairview Road Sanitary Improvement Project**

### **Action:**

- A. Amend Charlotte Water Community Investment Plan for Fiscal Years 2017-2021 in the amount of \$1,750,000 to include the Little Sugar Creek Tributary to Fairview Road Sanitary Sewer Improvement project,**
  
- B. Approve a five-year reimbursable contract with Liberty Healthcare Management in the amount of \$1,750,000 to pay for the design and construction of the sanitary sewer capacity improvements for the Little Sugar Creek Tributary to Fairview Road Sanitary Sewer Improvements project, and**
  
- C. Adopt a budget ordinance appropriating \$350,000 from Liberty Healthcare for Fiscal Year 2017.**

### **Staff Resource(s):**

Carl Wilson, Charlotte Water

### **Explanation**

- Charlotte Water monitors sewer capacity and needs on an on-going basis to meet regulatory requirements as the utility's service area sees population increases, changes in land use, and changing land development intensity.
- Part of this effort includes the Capacity Assurance Program, which requires most new developments to project sewer flows so that Charlotte Water can determine if the existing sewer lines have adequate capacity.
- As part of the standard Capacity Assurance Program, a proposed infill project in the SouthPark area developed by Liberty Healthcare Management triggered the need to add sewer infrastructure.
- The City's Water and Sewer Extension Policy allows a contracting customer to accelerate a project in the Community Investment Plan in order to facilitate development in cases where there is not adequate water or sewer capacity. The customer funds the project and receives the reimbursement over a five-year period.
- Liberty Healthcare Management has expressed desire to enter into a five year reimbursable contract, but in order to do so the project has to be added to the five-year Charlotte Water Community Investment Plan (CIP).
- The estimated project cost is \$1,750,000. Charlotte Water will appropriate \$350,000 now, and the remaining amount in a subsequent year of the approved Community Investment Plan.

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**Agenda #: 49.File #: 15-3694 Type: Consent Item**

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**Background**

- The current Charlotte Water five-year CIP for Fiscal Year 2017-2021 includes sanitary sewer projects totaling \$384,115,500.
  - Charlotte Water currently owns and operates over 4,200 miles of sewer lines. Sewer lines are sized for future projected flows based upon the current and proposed zoning of the parcels within the service area.
  - The CIP includes several projects to increase the size and capacity of existing gravity sewer lines for service areas where additional sanitary sewer capacity is a projected need.

**Proposed Changes**

- The Little Sugar Creek Tributary to Fairview Road gravity sewer line parallels Tyvola Road and Fairview Road, on the south, from Piedmont Row Drive to the Lower Sugar Creek Gravity Sewer Outfall in Park Road Park. This gravity sewer line serves homes and businesses located in the SouthPark area of Charlotte.
- This gravity sewer line has seen a high rate of infill development and changes in land use since it was constructed in 1965.
- The projected sewer flows from the proposed redevelopment of the Liberty Healthcare site indicates that additional sanitary sewer capacity is required in the Little Sugar Creek Tributary to Fairview Road gravity sewer line.
- Approximately 6,000 linear feet of the Little Sugar Creek Tributary to Fairview Road gravity sewer line will need to be replaced to handle the projected sewer flows.
- The proposed gravity sewer line will be sized to provide additional sanitary sewer capacity for the continued redevelopment of the service area.
  - The agreement with Liberty Healthcare Management includes the following:
    - The reimbursement is for eligible project costs
    - Liberty will receive the reimbursement in five equal annual payments, starting one year after completion of construction
    - Interest on funds is not eligible for reimbursement
    - Liberty Healthcare Management will pay an initial deposit of \$350,000 to begin project work
  - A budget ordinance amending the Fiscal Year 2017 Adopted budget is required to accept the developer funds.

**Fiscal Note**

Funding: Charlotte Water Community Investment Plan

**Attachment**

Environment Community Investment Plan Program Schedule

Map

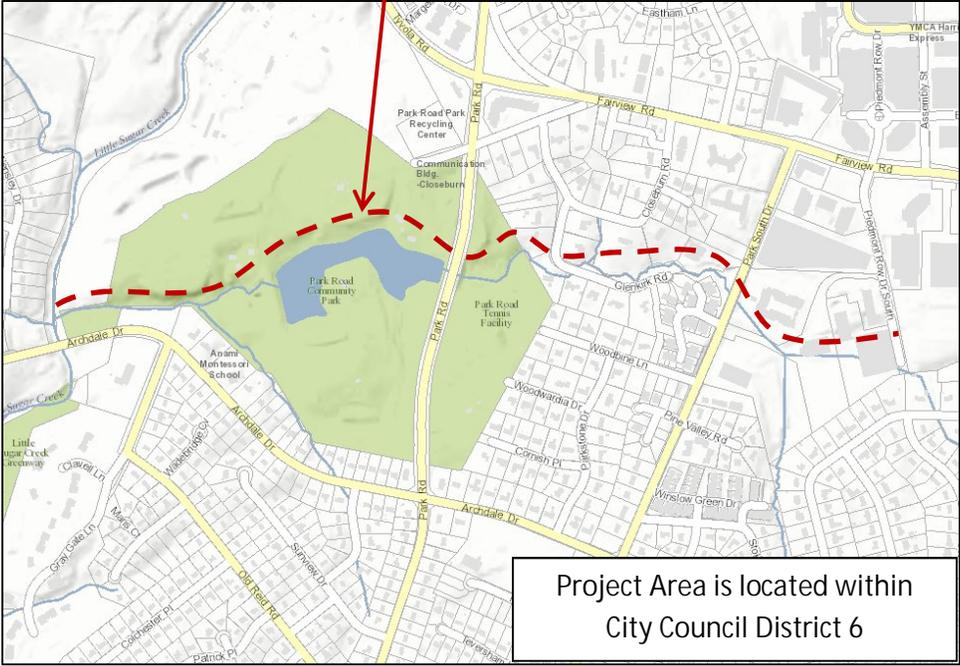
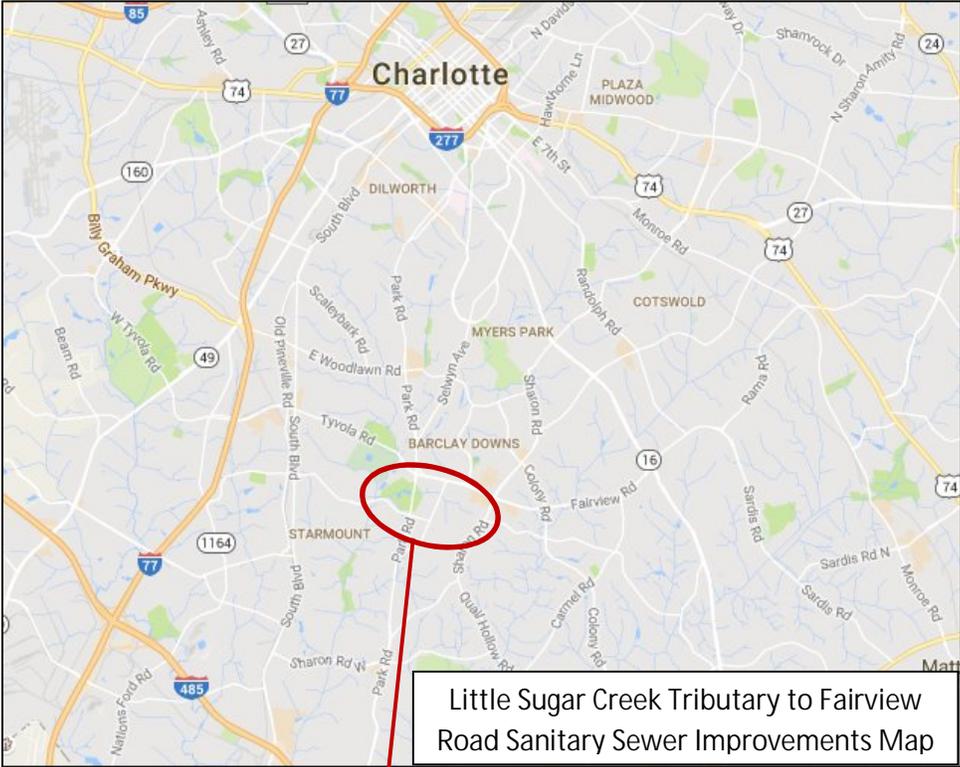
Budget Ordinance

# FY2017-FY2021 Community Investment Plan

## 7.D ENVIRONMENT PROGRAM SCHEDULE

<u>PROJECT TITLE</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>Total</u>
<b>SEWER</b>						
<b>Rehabilitation and Replacement</b>						
Sanitary Sewer Line Rehabilitation	\$ 15,154,100	14,000,000	15,000,000	15,000,000	15,000,000	74,154,100
WWTP Rehab and Upgrades	7,600,000	7,800,000	7,800,000	7,800,000	7,800,000	38,800,000
Lift Station Improvements	750,000	750,000	750,000	750,000	750,000	3,750,000
Sewer Lift Station Force Main Replace and Rehabilitation	500,000	500,000	0	0	0	1,000,000
<b>Regulatory Requirements</b>						
McAlpine Creek WWMF Aeration System & Clarifier Rehab	5,900,000	13,800,000	10,000,000	15,600,000	11,500,000	56,800,000
McDowell Creek WWTP Digester Rehabilitation and Upgrades	4,000,000	0	0	0	0	4,000,000
McAlpine Creek WWMF CIPS Reliability Improvements	3,000,000	0	0	0	0	3,000,000
Vacuum Truck Debris Receiving Stations	750,000	750,000	750,000	0	0	2,250,000
WWTP UV Disinfection System Improvements	200,000	3,800,000	0	0	0	4,000,000
Irwin Creek WWTP Dewatering Facility	0	1,200,000	0	0	0	1,200,000
<b>Capacity for Growth</b>						
Street and Minor Sewer Main Extension	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	30,000,000
New Service Installation Sewer	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	13,500,000
Clems Branch Pump Station Improvements	1,500,000	0	0	0	0	1,500,000
Four Mile Tributary Trunk Sewer	1,336,000	0	0	0	0	1,336,000
Upper McAlpine Creek Relief Sewer	1,000,000	8,000,000	0	0	0	9,000,000
Goose Creek PS and Outfall	500,000	0	0	0	3,000,000	3,500,000
Wastewater System Evaluation	400,000	500,000	500,000	500,000	500,000	2,400,000
Developer Constructed Sewer - Reimbursable	310,000	810,000	810,000	500,000	500,000	2,930,000
Upper Little Sugar Creek Trunk Sewer	300,000	0	0	0	0	300,000
Belmont & Mt. Holly Pump Station and Force Main	200,000	200,000	8,600,000	0	0	9,000,000
Wastewater Master Plan Study	100,000	0	0	0	0	100,000
Gum Branch Outfall Replacement	0	3,000,000	0	0	0	3,000,000
Upper Taggart Creek Outfall Replacement	0	2,400,000	0	4,500,000	0	6,900,000
McDowell Basin Trunk Sewers	0	0	17,000,000	0	0	17,000,000
McMullen Creek Parallel Sewer & Flow EQ	0	0	7,000,000	0	0	7,000,000
North Fork of Crooked Creek Trunk Sewer	0	0	0	0	2,700,000	2,700,000
McKee Creek Tributary-Larkhaen GC Trunk	0	0	0	0	2,500,000	2,500,000
Campus Ridge Rd. LS, Force Main, & Grav Sew	0	0	0	0	2,500,000	2,500,000
Dixon Branch Trunk Sewer Extension	0	0	0	0	1,600,000	1,600,000
McCullough Branch LS Improvements	0	0	0	0	1,500,000	1,500,000
Fuda Creek Trunk Sewer	0	0	0	0	1,550,000	1,550,000
Beaver Dam Creek West Branch Outfall	0	0	0	0	1,300,000	1,300,000
Upper Clear Creek Tributary Sewer	0	0	0	0	1,000,000	1,000,000
Clear Creek Tributary Sewer	0	0	0	0	975,000	975,000
Cane Creek Southeast Tributary Trunk Sewer	0	0	0	0	700,000	700,000
Lake Road Trunk Sewer (Matthews)	0	0	0	0	625,000	625,000
Mountain Island Tributary Extension	0	0	0	0	510,000	510,000
Cane Creek Trunk Sewer North	0	0	0	0	450,000	450,000
Little Sugar Creek Tributary to Fairview Rd. Sewer	350,000	1,400,000	0	0	0	0
<b>Commitment to Public Projects and Utility Operations</b>						
WWTP PCB Remediation	8,000,000	7,600,000	0	0	0	15,600,000
Sewer Lines in Streets to be Widened	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	12,500,000
Trunk Sewer and Stream Bank Repairs	2,000,000	500,000	250,000	250,000	250,000	3,250,000
Work and Asset Management	750,900	625,900	350,900	350,900	350,900	2,429,500
Site Work at All WWTPs	500,000	500,000	500,000	500,000	500,000	2,500,000
Flow Metering at Sewer Lift Stations	290,000	290,000	290,000	290,000	0	1,160,000
I-77 Express Lanes - Sewer	200,000	4,300,000	0	0	0	4,500,000
Mallard Creek WRF Generator Project	0	8,500,000	0	0	0	8,500,000
Dixie Berryhill Sewer Infrastructure	0	5,500,000	0	0	0	5,500,000
Wastewater Collection Division Site Needs	0	0	15,000,000	0	0	15,000,000
<b>Total Sewer</b>	<b>\$ 66,791,000</b>	<b>97,925,900</b>	<b>95,800,900</b>	<b>57,240,900</b>	<b>69,260,900</b>	<b>385,269,600</b>
<b>WATER/SEWER REVENUE SUMMARY</b>						
Water Revenue Bonds	6,800,000	13,100,000	4,200,000	4,200,000	15,200,000	43,500,000
Sewer Revenue Bonds	22,236,000	41,400,000	51,100,000	28,600,000	40,910,000	184,246,000
Water/Sewer Operating Fund	87,350,000	110,250,900	92,050,900	72,640,900	66,950,900	427,493,600
<b>TOTAL REVENUES</b>	<b>\$ 116,386,000</b>	<b>164,750,900</b>	<b>147,350,900</b>	<b>105,440,900</b>	<b>123,060,900</b>	<b>655,239,600</b>

# Little Sugar Creek Tributary to Fairview Road Sanitary Sewer Improvements Map



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 8040-X, THE 2016-2017 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$350,000 IN PRIVATE DEVELOPER FUNDS FOR THE SANITARY SEWER CAPACITY IMPROVEMENT PROJECT FOR THE LITTLE SUGAR CREEK TRIBUTARY SEWER BASIN

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$350,000 hereby estimated to be available from the following private developer sources:  
Liberty Healthcare Management
- Section 2. That the sum of \$350,000 is hereby appropriated to 6262-70-72-7030-703060-000000-000-530500
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

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City Attorney



**Agenda Date:** 8/22/2016

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**Agenda #:** 50.**File #:** 15-3088 **Type:** Consent Item

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## **Courier Services for Mail and Laboratory Samples**

### **Action:**

- A. Approve a contract with Philman Glen Nichols (dba Help Service, LLC) to provide courier services for mail and laboratory samples for an initial term of one year, and**
- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

### **Staff Resource(s):**

Shawn Coffman, Charlotte Water

### **Explanation**

- Charlotte Water uses a courier service to provide daily and expedited pickup and delivery of temperature and time-sensitive water samples and interoffice mail.
  - Water samples are transported from the treatment plants to the laboratory. At the laboratory, staff performs testing of the samples to ensure the quality of drinking water and treated wastewater, and to ensure compliance with state regulatory programs and federally-mandated water quality standards.
  - Mail services are provided to and from Charlotte Water's multiple facilities within Mecklenburg County.
- Charlotte Water uses a courier to provide redundancy and reliability of receiving timely mail and sample delivery.
- On March 28, 2016, the City issued a Request for Proposal (RFP) for Laboratory Sample and Mail Courier Services. In response to the RFP, the City received three proposals from interested service providers.
- Charlotte Water staff evaluated the proposals and determined that Philman Glen Nichols (dba Help Service, LLC) best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The company will be paid the unit prices set forth in the contract. The contract gives the City the option to renew for two additional, one-year terms.
- Estimated contract expenditures are \$38,000 annually and \$114,000 in the aggregate over a three-year term.

### **Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

### **Fiscal Note**

Funding: Charlotte Water Operating Budget



**Agenda Date:** 8/22/2016

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**Agenda #:** 51.**File #:** 15-3402 **Type:** Consent Item

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## **Small Diameter Water and Sewer Service Installations (Fiscal Year 2017)**

**Action:**

- A. Award a contract in the amount of \$1,940,158 to the lowest responsive bidder State Utility Contractors, Inc. for the installation of small diameter water and sewer services (Fiscal Year 2017), and**
  
- B. Authorize the City Manager to renew the contract for up to one additional term with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Carl Wilson, Charlotte Water

**Explanation**

- Charlotte Water uses a third-party contractor for the majority of new residential and commercial water and sewer service installations. Customers pay connection fees for new services, which are based on costs incurred by Charlotte Water in these contracts.
  - Water service installations extend from the Charlotte Water line to the meter, including a meter box/vault and applicable valves/fittings.
  - Sewer service installations extend from the Charlotte Water sewer line to just outside the road right-of-way.
- The majority of the work covered by State Utility Contractors, Inc. will be used for residential water and sewer service installations for approximately 875 service connections. Construction of commercial-sized services is performed under a separate contract.
- On May 18, 2016, the City issued an Invitation to Bid for Small Diameter Water and Sewer Service Installations; three bids were received from interested service providers.
- State Utility Contractors, Inc. was selected as the lowest responsive, responsible bidder.
- The contract may be renewed for a one-year term at unit prices based on the Engineering News Record Construction Cost Index if agreeable by the City and State Utility Contractors, Inc.
- Contracts in place prior to receiving service requests provides a shorter response time for service delivery.

**Charlotte Business INClusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INClusion Policy).

**Fiscal Note**

Funding: Charlotte Water Community Investment Plan



Agenda Date: 8/22/2016

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Agenda #: 52.File #: 15-3701 Type: Consent Item

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## Motor and Pump Repair Services for Water and Wastewater Facilities

### Action:

- A. Approve unit price contracts with the following companies to provide electrical motor and pump repair services at all Charlotte Water's treatment and pumping facilities for an initial term of three years:**
- Purser Central Rewinding Co. Inc.,
  - Dixie Electric Motor Services Inc.,
  - Jenkins Electric Company,
  - Integrated Power Services,
  - American Rewinding of NC, Inc.,
  - B&M Electric Motor Service, Inc.,
  - Electric Motor Shop of Wake Forest Inc., and
  - Armor Electric Repair Services, Inc.
- B. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contracts were approved.**

### Staff Resource(s):

John Huber, Charlotte Water

### Explanation

- Charlotte Water owns a large number of pumps and motors throughout its facilities that are used for all types of pumping and treatment equipment. That equipment requires a wide variety of repair services. These contracts will provide the technical expertise to provide those services.
- On May 12, 2016, the City issued a Request for Proposal (RFP) for Motor and Pump Repair Services; eight proposals were received from interested service providers.
- Charlotte Water staff evaluated the proposals and selected eight service providers based on specialization, experience, references, qualifications, and cost.
- Services performed will be on an as-needed basis. The cost is based on the hourly or lump sum rates quoted for the various types of work. Hourly rates for all vendors are comparable.
- The estimated combined annual expenditures are approximately \$1,600,000.

### Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

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**Agenda #:** 52.**File #:** 15-3701 **Type:** Consent Item

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**Fiscal Note**

Funding: Charlotte Water Operating Budget and Community Investment Plan



**Agenda Date:** 8/22/2016

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**Agenda #:** 53.**File #:** 15-3717 **Type:** Consent Item

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## **Stevens Creek Lift Station, Forcemain, and Gravity Sewer Design Modification Services**

**Action:**

**Approve a contract in the amount of \$158,690 with LandDesign Inc. to provide engineering design services for modifications to the Stevens Creek Lift Station, Forcemain, and Gravity Sewer.**

**Staff Resource(s):**

Carl Wilson, Charlotte Water

**Explanation**

- The Stevens Creek Lift Station will serve the Stevens Creek Drainage Basin and the Goose Creek Drainage Basin, including the proposed Bridges at Mint Hill mall development between Lawyers Road and Interstate-485.
- The contract with LandDesign Inc. will include engineering design services required to modify the design of a proposed lift station, and the associated attachments, gravity sewer, and forcemain to a newly identified site on Stevens Creek.
- On June 17, 2016, the City issued a Request for Qualifications (RFQ) for design services for Stevens Creek Lift Station, Forcemain, and Gravity Sewer. In response to the RFQ, the City received two proposals from interested service providers.
- Charlotte Water staff evaluated the proposals and determined that LandDesign Inc. best meets the City's needs in terms of qualifications and experience.

**Charlotte Business INclusion**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy). Land Design, Inc. has committed 34.40% (\$54,590) of the total contract to the following certified firms:

- LDSI, Inc. (SBE) (\$43,240) (surveying and mapping)
- Atlas Environmental, Inc. (WBE) (\$6,350) (stream and wetland delineations)
- K.M. Armstrong Associates, Inc. (SBE) (\$5,000) (engineering)

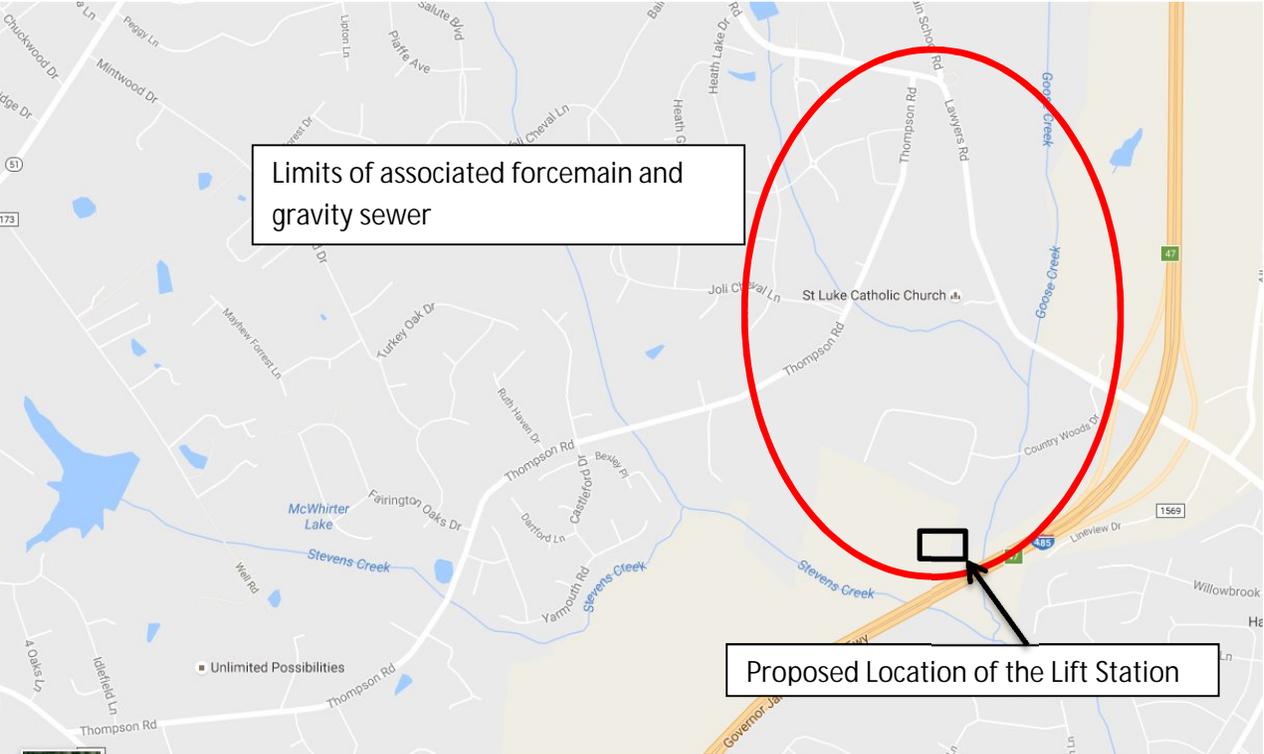
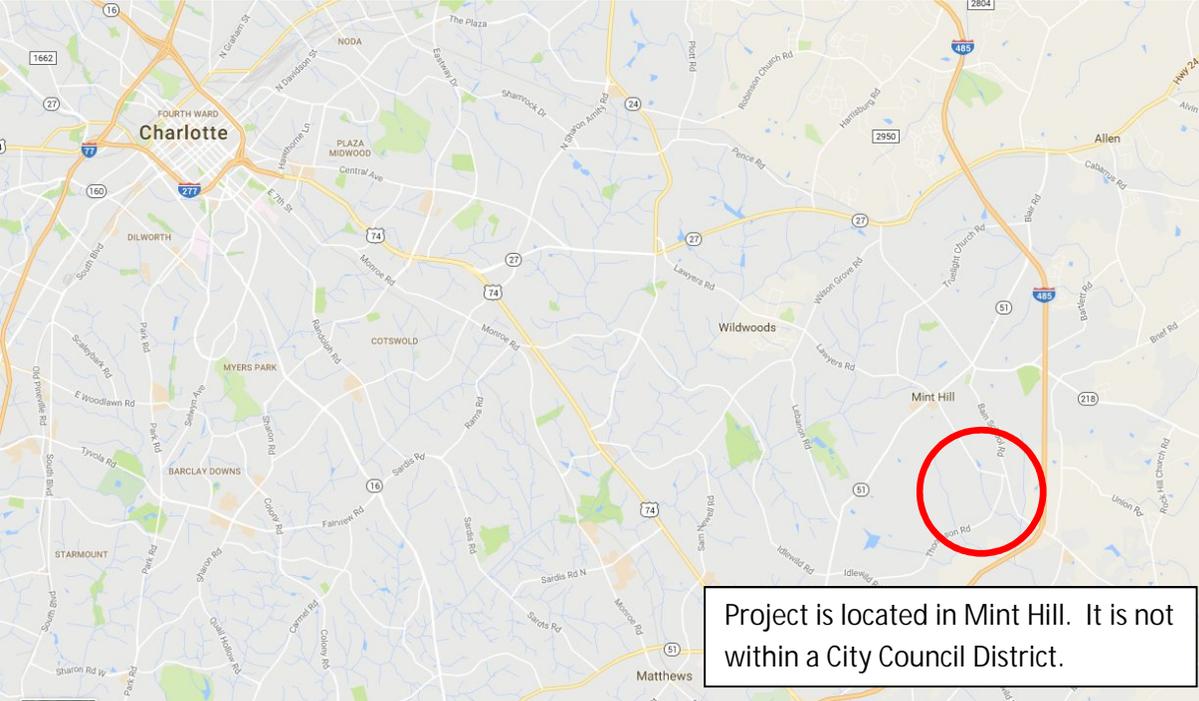
**Fiscal Note**

Funding: Charlotte Water Community Investment Plan

**Attachment**

Map

# Design Services for Modifications to Stevens Creek Lift Station, Forcemain and Gravity Sewer





**Agenda Date:** 8/22/2016

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**Agenda #:** 54. **File #:** 15-3797 **Type:** Consent Item

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## **LYNX Blue Line Extension Design Services Contract Amendment**

### **Action:**

**Approve contract amendment #6 for \$1,900,000 with STV Inc. for design and construction administration services for the LYNX Blue Line Extension project.**

### **Staff Resource(s):**

John Lewis, CATS  
Jeb Blackwell, Engineering & Property Management  
Jill Brim, CATS

### **Explanation**

- On March 26, 2012, the City Council approved up to \$38,500,000 for a contract with STV Inc. for design services and construction management services during construction for the LYNX Blue Line Extension (BLE).
  - The contract was executed at the lower amount of \$38,033,949 in order to begin the necessary work in some areas, while continuing to define the scope of work for other areas.
  - On November 1, 2013, staff executed contract amendment #1 in the amount of \$439,379 to bring the total contract value to \$38,473,328. The amendment was within the City Council's original authorization and covered those work elements that had not been fully developed at the time the original contract was executed.
- On May 27, 2014, the City Council authorized an additional \$4,500,000 for the contract, bringing the total authorized to \$43,000,000.
  - Contract amendment #2 was executed at \$42,319,128, an amount lower than the City Council's authorization. This amendment addressed the design and construction management costs of elements added to the project due to project budget savings.
  - On November 17, 2014, staff executed contract amendment #3 in the amount of \$680,872 to bring the total contract value to \$43,000,000. This amendment was within the City Council's authorization and covered work elements that had not been fully developed at the time contract amendment #2 was executed.
  - On May 29, 2015, staff executed contract amendment #4, which involved no monetary change leaving the contract value at \$43,000,000. This amendment updated construction design and management work elements that better aligned the services with actual project needs and deliverables.
- On June 8, 2015, the City Council authorized contract amendment #5 in the amount of \$2,200,000 to bring the total contract value to \$45,200,000. This amendment was due to the acceleration of construction activity for schedule recovery and additional scope requiring additional design services.
- Contract amendment #6 in the amount of \$1,900,000 is needed to provide funds for additional design services due to design modifications in the Civil-Segment A, North Yard Building, Sugar

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**Agenda #: 54. File #: 15-3797 Type: Consent Item**

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Creek Parking Garage, and Station Finishes contracts; re-packaging the South Boulevard Light Rail Facility Upfit work for bidding as a result of terminating the previous contractor; and additional work related to the large number of contractor re-submittals, as well as schedule delays.

- The amendment brings the new contract total to \$47,100,000, which is within the current LYNX BLE project budget.

**Disadvantaged Business Enterprise (DBE)**

The work performed pursuant to this contract amendment will be held to the original contract DBE goal of 15.80%.

**Fiscal Note**

Funding: CATS Community Investment Plan



Agenda Date: 8/22/2016

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Agenda #: 55.File #: 15-3754 Type: Consent Item

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## LYNX Blue Line Extension North Yard Building Change Order

### Action:

**Approve change order #8 for \$1,500,000 to New Atlantic Contracting, Inc. for the LYNX Blue Line Extension North Yard Building project.**

### Staff Resource(s):

John Lewis, CATS  
Jeb Blackwell, Engineering & Property Management  
Jill Brim, CATS

### Explanation

- The North Yard Building is located at 1911 North Brevard Street on the Blue Line Extension (BLE).
- The project consists of two buildings: 1) the Operations Wing, and 2) the Services and Inspection Wing.
  - The Operations Wing consists of a training room, locker rooms, a break area, offices, and parts storage.
  - The Services and Inspection Wing consists of a mezzanine level, a first floor, and a second floor.
    - The first floor consists of a light rail vehicle repair area, tool storage, and service pit.
    - The second floor consists of parts storage, utility rooms, and a supervisor's office.
- On October 26, 2015, the City Council awarded a contract in the amount of \$11,305,399.83 to New Atlantic Contracting, Inc. for the LYNX Blue Line Extension North Yard Building project.
- Change orders #1-7 were authorized as part of the overall original contracting strategy.
- Change order #8 in the amount of \$1,500,000 will replenish contingency and provide funds for changes including:
  - The addition of a sprinkler system as recommended by the City's insurer,
  - Phone and computer network cabling, and
  - Network switches.
- The change brings the new contract total to \$12,805,399.83, which is within the current LYNX BLE project budget.
- The work is approximately 20% complete and this contract is expected to finish in first quarter of 2017.

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**Agenda #:** 55.**File #:** 15-3754 **Type:** Consent Item

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**Disadvantaged Business Enterprise (DBE)**

The additional \$1,500,000 in contract scope authorized by this change order will be held to the original contract DBE goal of 7.5%.

**Fiscal Note**

Funding: CATS Community Investment Plan



**Agenda Date:** 8/22/2016

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**Agenda #:** 56.**File #:** 15-3746 **Type:** Consent Item

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## **LYNX Blue Line Extension Sugar Creek Parking Garage Change Order**

**Action:**

**Approve change order #3 for \$500,000 to Messer Construction Co. for the LYNX Blue Line Extension Sugar Creek Parking Garage project.**

**Staff Resource(s):**

John Lewis, CATS  
Jeb Blackwell, Engineering & Property Management  
Jill Brim, CATS

**Explanation**

- The Sugar Creek Parking Garage is located on Raleigh Street at the Blue Line Extension (BLE) Sugar Creek Station.
- The parking deck will have four levels with 630 parking spaces and will include:
  - Three bus bays adjacent to the parking garage,
  - A pedestrian bridge that will extend from the east end of the Sugar Creek Station platform, crossing over the North Carolina Rail Road right-of-way, and connecting to Bearwood Avenue, and
  - Elevators at both ends of the pedestrian bridge.
- On September 28, 2015, the City Council awarded a contract in the amount of \$23,346,850 to Messer Construction Co. for the LYNX Blue Line Extension Sugar Creek Parking Garage project.
- Change orders #1 and 2 were authorized as part of the overall original contracting strategy.
- Change order #3 in the amount of \$500,000 will replenish contingency and provide funds for changes such as:
  - Phone and computer network cabling,
  - Network switches,
  - Console workstations, and
  - Facility telephones.
- The change brings the new contract total to \$23,846,850, which is within the current LYNX BLE project budget.
- Work is approximately 50% complete and this contract is expected to finish by first quarter 2017.

**Disadvantaged Business Enterprise (DBE)**

The additional \$500,000 in contract scope authorized by this change order will be held to the original contract DBE goal of 7.25%.

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**Agenda #:** 56.**File #:** 15-3746 **Type:** Consent Item

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**Fiscal Note**

Funding: CATS Community Investment Plan



Agenda Date: 8/22/2016

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Agenda #: 57.File #: 15-3735 Type: Consent Item

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## LYNX Blue Line Extension Station Finishes Change Order

### Action:

**Approve change order #8 for \$1,200,000 to Edison Foard for the LYNX Blue Line Extension Station Finishes project.**

### Staff Resource(s):

John Lewis, CATS  
Jeb Blackwell, Engineering & Property Management  
Jill Brim, CATS

### Explanation

- On January 26, 2015, the City Council awarded a contract in the amount of \$20,177,750 to Edison Foard for construction of the LYNX Blue Line Extension (BLE) Station Finishes work.
- The project includes the station platforms, canopies, benches, windscreens, lighting, and other passenger amenities.
- Change orders #1-7 were authorized as part of the overall original contracting strategy.
- Change order #8 for \$1,200,000 will replenish contingency and fund changes needed for the project due to design modifications, unforeseen conditions, and mitigation of schedule delays. These design modifications include:
  - The addition of generators to the stations for emergency power, and
  - Changes due to the recent private development project at 36<sup>th</sup> Street.
- The change order brings the new contract total to \$21,377,750, which is within the current LYNX BLE project budget.
- The work is approximately 35% complete and this contract expected to finish in April 2017.

### Disadvantage Business Enterprise (DBE)

The work performed pursuant to this change order will be held to the original contract DBE goal of 7.3%.

### Fiscal Note

Funding: CATS Community Investment Plan



**Agenda Date:** 8/22/2016

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**Agenda #:** 58.**File #:** 15-3687 **Type:** Consent Item

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## **Public Auction for Disposal of Surplus Equipment**

### **Action:**

- A. Adopt a resolution declaring specific vehicles, equipment, and other miscellaneous items as surplus, and**
  
- B. Authorize said items for sale by public auction on September 17, 2016.**

### **Staff Resource(s):**

Robert Campbell, Management & Financial Services

### **Explanation**

- Pursuant to North Carolina General Statute 160A-270(b), approval is requested for a public auctions as follows:
  - On September 17, 2016, at 10:00 a.m. to dispose of City-owned property declared as surplus.
- Each auction is conducted at the City's Asset Recovery and Disposal facility located at 5550 Wilkinson Boulevard, Charlotte, North Carolina.
- The City selected Rogers Realty and Auction Company, Inc. as the auction service provider through a competitive selection process.
- The auction company will be compensated for the sale through auction proceeds in the following manner:
  - Rolling stock equipment - 8.50% of the total gross sale price, and
  - Miscellaneous items - 8.50% of the total gross sale price.
- Proceeds from the auction will go back to the entity to which the equipment or vehicle was owned - the City's General Fund, or the City's Enterprise Funds (Aviation, Charlotte Water, and CATS).

### **Background**

- Management & Financial Services provides asset recovery and disposal services to the City of Charlotte, Mecklenburg County, Emergency Management Services, and the Charlotte Housing Authority.
- The Asset Recovery and Disposal program manages all used, seized, and surplus assets at the end of their useful life through final disposition via live and electronic auction activities.
- Live auctions for rolling stock, equipment, and miscellaneous items are held at least twice a year, and electronic auctions are used throughout the year for disposal of a variety of assets.

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**Agenda #:** 58.**File #:** 15-3687 **Type:** Consent Item

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**Attachment**

Property Lists (Exhibit A - City-owned Property)

Delegation of Authority

Resolution

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
725	1975	INTERNATIONAL	F 2050 A	WRECKER	D1325EGB22611	25146	POOR CONDITION
47628	1968	HANSON	H-446	5 TON CRANE	H446-28	1002	POOR CONDITION
49751	1983	FORD	4610SU	TRACTOR	C684511	3194 H	POOR CONDITION
55745	1985	KOMATSU	FD-20-10	FORKLIFT	223495	7813 H	POOR CONDITION
66476	1992	American Lincoln		Lot Scrubber	650432	unknown	End Of Useful Life
66651	1992	E ONE	TITAN	ARFF TRUCK	46JDBAA83H1009769	21426	POOR CONDITION
70405	1995	PowerBoss	SW/7X	Sweeper	7821065	unknown	End Of Useful Life
70712	1996	GARSITE		HYDRANT CART	2199	unknown	UNSERVICABLE
70726	1996	GARSITE		HYDRANT CART	2213	unknown	UNSERVICABLE
71106	1997	FORD	EXPLORER	SUV	1FMDU34X8VUD40474	194507	POOR CONDITION
71111	N/A	LARSON DAVIS	870 B	SOUND LEVEL METER	870B1294	unknown	POOR CONDITION
71112	N/A	LARSON DAVIS	870 B	SOUND LEVEL METER	870B1302	unknown	POOR CONDITION
71851	N/A	LARSON DAVIS	870 B	SOUND LEVEL METER	870B1391	unknown	POOR CONDITION
71852	N/A	LARSON DAVIS	870 B	SOUND LEVEL METER	870B1386	unknown	POOR CONDITION
71853	N/A	LARSON DAVIS	870 B	SOUND LEVEL METER	870B1389	unknown	POOR CONDITION
71898	1999	FORD	F 150	P/U TRUCK	1FTRF17W2XNB76292	73612	POOR CONDITION
72477	2000	CHEVROLET	2500	P/U TRUCK	1GCGC24UXYZ270035	unknown	POOR CONDITION
74748	2003	ELDORADO	EZ RIDER II	BUS	1N9FMAC624C084007	331905	BAD TRANSMISSION
74751	2003	ELDORADO	EZ RIDER II	BUS	1N9FMAC644C084011	9677 H	POOR CONDITION
75468	2005	ELDORADO	EZ RIDER II	BUS	1N9FMAC615C084078	293220	POOR CONDITION
75470	2005	ELDORADO	EZ RIDER II	BUS	1N9FMAC6X5C084077	61011	POOR CONDITION
75855	2005	FORD	EXPLORER	SUV	1FMZU73W75ZA75474	182197	BAD ENGINE
76120	2005	EZ/GO	FREDOM SE	GOLF CART	2285634	unknown	POOR CONDITION
76156	2005	ELDORADO	EZ RIDER II	BUS	1N9FMAC646C084027	9636 H	POOR CONDITION
76158	2005	ELDORADO	EZ RIDER II	BUS	1N9FMAC686C084029	358442	BAD ENGINE
76476	2006	American Lincoln	7030	Lot Scrubber	754401	unknown	End Of Useful Life
76557	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC637C084240	344250	POOR CONDITION
76558	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC657C084241	318333	POOR CONDITION
76560	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC697C084243	355168	POOR CONDITION
76561	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC607C084244	365082	POOR CONDITION
76562	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC627C084245	282419	POOR CONDITION
76563	2007	ELDORADO	EZ RIDER II	BUS	1N9MMAC647C084246	329826	BAD ENGINE
77728	2008	FORD	F 150	P/U TRUCK	1FTRF12278KD60084	209723	POOR CONDITION
78003	2008	FORD	E 250	VAN	1FTNE14W58DA71498	25870	ACCIDENT
78006	2008	FORD	F 150	P/U TRUCK	1FTRF12258KE83723	228578	POOR CONDITION
80104	2011	FORD	ESCAPE	SUV	1FMCU9C7XCKA10053	91878	POOR CONDITION
80111	2011	FORD	RANGER	P/U TRUCK	1FTKR1AD7BPA80090	108560	POOR CONDITION
ARJ461	2003	CHEVROLET	C-3500	UTILITY TRUCK	1GBJC34U83E282880	99260	Age,mileage,and repairs
CAA159N	1998	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W9WX130084	70375	**Scheduled for Decommission
CAA553N	2006	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W56X103609	119738	**Scheduled for Decommission
CAA981R	2001	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W31X180049	75379	Age,mileage,and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
CTA007	2004	FORD	TAURUS SW	MID SIZE STATION WAGON	1FAFP58U24A179836	168132	Age,mileage,and repairs
CTA009	2004	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U54A179838	160551	Age,mileage,and repairs
CTA115	2007	FORD	EXPLORER	MID SIZE SUV	1FMEU73807UB33098	151811	Age,mileage,and repairs
CTA125	2006	FORD	EXPLORER	MID SIZE SUV	1FMEU62E76UA83297	138234	Age,mileage,and repairs
DTB238	2008	Chevrolet	C-4500	BUS	1GBE4V1998F406053	256225	End Of Service Cycle
DTB260	2008	Chevy	4500	Special Transport Bus	1GBE4V1968F415891	214900	Term Of Life
DTB289	2011	Ford	F-450	Special Transport Bus	1FDGF4GT4BEB70304	143841	Thermal Event
DTB299	2011	Ford	F-450	Special Transport Bus	1FDGF4GT6BEB82261	151565	Thermal Event
EDA106	2002	CHEVROLET	CAVALIER	SMALL SEDAN	1G1JC524627382739	74873	Age,mileage,and repairs
F70984	1998	SPARTAN	RESERVE LADDER 80	FIRE LADDER TRUCK	4S7AW4397WC024077	41076	Age,mileage,and repairs
FDA171	2007	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS55R879295124	102743	Age,mileage,and repairs
FDA178	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553889281611	99054	**Scheduled for Decommission
FDA179	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553289282284	97632	**Scheduled for Decommission
FDA180	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553389281239	93926	**Scheduled for Decommission
FDA181	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553989282198	110633	**Scheduled for Decommission
FDA182	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553789281275	117565	**Scheduled for Decommission
FDA183	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553X89280797	118485	**Scheduled for Decommission
FDA184	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553489281752	109535	Age,mileage,and repairs
FDA185	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553689280621	128198	**Scheduled for Decommission
FDA195	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V98X168828	120519	**Scheduled for Decommission
FDU002	2003	CHEVROLET	C-2500 C/C	PICKUP TRUCK	1GCHC23163F163599	161894	**Scheduled for Decommission
FDU094	2002	CHEVROLET	K-2500 EXT	PICKUP TRUCK	1GCHK29192E264120	184223	**Scheduled for Decommission
FDU096	2003	CHEVROLET	K-2500 C/C	PICKUP TRUCK	1GCHK23163F207734	133919	**Scheduled for Decommission
FDY024	2006	MAGIC TILT	MAGIC TILT TRL	BOAT TRAILER	1M5BM171061E02817	0	Age,mileage,and repairs
FDY045	2006	PROGRESSIVE	GOOSENECK	VAN BODY TRAILER	1P9GE26256P587287	0	Age,mileage,and repairs
FDY054	2008	HOMESTEADE	710 D	FLAT BED TRAILER	1DTL008117C0	0	Age,mileage,and repairs
FMU055	2000	FORD	F-150	PICKUP TRUCK	1FTRF17W1YNA54234	111768	**Scheduled for Decommission
LMD413	1989	FORD	F-600	DUMP TRUCK	1FDWK64P9KVA57717	47383	Age,mileage,and repairs
LMJ450	2002	FREIGHTLINER	FL70	BUCKET TRUCK	1FVABTAK53HL04385	86996	**Scheduled for Decommission
LMU465	2003	FORD	F-150	PICKUP TRUCK	1FTRF17223NB05066	80830	Age,mileage,and repairs
LMU466	2004	FORD	F-250	PICKUP TRUCK	1FTNF20L34EC41862	98159	Age,mileage,and repairs
LMU473	2008	FORD	F-150	PICKUP TRUCK	1FTRF14W98KD60085	181152	Age,mileage,and repairs
LMY898	1994	MCEL RATH	616T5	FLAT BED TRAILER	1M9FE1623P1284326	0	**Scheduled for Decommission
NDA028	2001	FORD	TAURUS	MID SIZE SEDAN	1FAFP522X1A266418	48321	Age,mileage,and repairs
NDA064	2001	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U71A154838	150172	Age,mileage,and repairs
NDA065	2002	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U92A194386	40540	**Scheduled for Decommission
NDA066	2002	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U52A194384	43535	**Scheduled for Decommission
NDA070	2003	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U53A203716	57944	**Scheduled for Decommission
NDU003	2004	FORD	F-150	PICKUP TRUCK	2FTRF17254CA19497	139393	Age,mileage,and repairs
NDU011	2006	FORD	F-150	PICKUP TRUCK	1FTRF12206NA86481	170030	**Scheduled for Decommission
NDU012	2006	FORD	F-150	PICKUP TRUCK	1FTRF12226NA86482	113042	Age,mileage,and repairs

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NDU014	2006	FORD	F-150	PICKUP TRUCK	1FTRF12266NA86484	154791	Age,mileage,and repairs
NDU015	2006	FORD	F-150	PICKUP TRUCK	1FTRF12286NA86485	169006	Age,mileage,and repairs
NDU016	2006	FORD	F-150	PICKUP TRUCK	1FTRF122X6NA86486	141280	Age,mileage,and repairs
NDU017	2006	FORD	F-150	PICKUP TRUCK	1FTRF12296NA86480	143979	**Scheduled for Decommission
NDU018	2006	FORD	F-150	PICKUP TRUCK	1FTRF12296NA86477	187805	Age,mileage,and repairs
NDU019	2006	FORD	F-150	PICKUP TRUCK	1FTRF12206NA86478	143826	Age,mileage,and repairs
NDU022	2007	FORD	F-150	PICKUP TRUCK	1FTRF12237NA37681	105706	Age,mileage,and repairs
NDU023	2007	FORD	F-150	PICKUP TRUCK	1FTRF12257NA37682	144067	Age,mileage,and repairs
NDU026	2007	FORD	F-150	PICKUP TRUCK	1FTRF12207NA37685	143074	Age,mileage,and repairs
PDA015	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV6BX118571	123773	**Scheduled for Decommission
PDA037	2003	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W43X215409	94155	Age,mileage,and repairs
PDA061	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M091194372	125184	**Scheduled for Decommission
PDA069	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDXAG0CH205229	63080	Wrecked-Pass Side
PDA084	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553189175128	83189	Age,mileage,and trans
PDA091	2007	FORD	EXPLORER	MID SIZE SUV	1FMEU63817UB53600	93969	Age,mileage,and repairs
PDA111	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V59X140342	58189	Wrecked-Front End
PDA114	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV9BX119293	135420	Wrecked-All Over
PDA122	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V18X122250	124867	Age,mileage,and repairs
PDA132	2007	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W87X158914	75046	Age,mileage,and repairs
PDA159	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV3BX185158	81229	Age,mileage,and trans
PDA190	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G1MK5U28DL826227	36910	Wrecked-Rear End
PDA194	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M191197409	87500	Age,mileage,and repairs
PDA221	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV8BX185172	92135	Age,mileage,and engine
PDA223	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M991266847	97664	Age,mileage,and repairs
PDA245	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553689177831	97090	Age,mileage,and repairs
PDA281	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV6AX105723	126482	Age,mileage,and repairs
PDA284	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV3AX117196	96744	Age,mileage,and repairs
PDA295	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V98X122268	97666	Age,mileage,and repairs
PDA296	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BVXAX135615	142846	**Scheduled for Decommission
PDA301	2009	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS57M291268908	108761	Age,mileage,and repairs
PDA331	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV7AX117198	52012	Wrecked-All Over
PDA370	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V18X125617	81628	Age,mileage,and repairs
PDA407	2013	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G1MK5U22DL827101	35613	Wrecked-Pass Side
PDA411	2002	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71W62X115195	107572	Age,mileage,and repairs
PDA424	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V68X125628	116506	Age,mileage,and repairs
PDA447	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV1BX185188	96040	Age,mileage,and engine
PDA462	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV9BX118581	97606	Age,mileage,and repairs
PDA465	2014	CHEVROLET	CAPRICE	FULL SIZE SEDAN	6G3NS5U26EL961266	9003	Wrecked-Rear End
PDA483	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV8BX118586	82905	Wrecked-All Over
PDA5003	2001	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U61A139022	109765	Age,mileage,and repairs
PDA5008	2001	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U71A139028	105048	Age,mileage,and repairs

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PDA5033	2002	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U42A130823	90752	**Scheduled for Decommission
PDA5092	2003	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WF55K639239457	89687	Age,mileage,and repairs
PDA5109	2004	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U14A139689	60060	Age,mileage,and repairs
PDA5111	2004	FORD	TAURUS	MID SIZE SEDAN	1FAFP52UX4A139691	99327	**Scheduled for Decommission
PDA5119	2004	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WF52K549269992	120500	Age,mileage,and repairs
PDA5122	2004	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WF52K749268861	102576	Wrecked-Rear End
PDA5186	2006	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS51866F180988	130115	Age,mileage,and repairs
PDA5187	2006	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS518X6F182372	142997	**Scheduled for Decommission
PDA5193	2006	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS51836F185923	104780	Wrecked-Rear End
PDA5198	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS551069318663	122365	Age,mileage,and repairs
PDA5201	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS551269314114	135640	Age,mileage,and repairs
PDA5210	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS51806F217114	171602	**Scheduled for Decommission
PDA5213	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS58NX7F165505	148054	**Scheduled for Decommission
PDA5220	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS58NX7F189092	135768	Age,mileage,and repairs
PDA5227	2007	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS55R479258281	118913	Age,mileage,and repairs
PDA5232	2007	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS55RX79252498	139058	Age,mileage,and repairs
PDA5243	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZT58N87F203519	110494	**Scheduled for Decommission
PDA5249	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZT58N07F163226	128873	Age,mileage,and repairs
PDA5252	2007	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZT57N37F311757	128250	**Scheduled for Decommission
PDA5253	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553489223768	112649	**Scheduled for Decommission
PDA5269	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553889220601	130511	**Scheduled for Decommission
PDA527	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V38X125649	103705	Age,mileage,and repairs
PDA5275	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553289226197	124219	Age,mileage,and repairs
PDA5277	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553489221762	113267	**Scheduled for Decommission
PDA5284	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N08F195228	94289	**Scheduled for Decommission
PDA5286	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N98F194451	145646	Age,mileage,and repairs
PDA5289	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N484201026	106838	**Scheduled for Decommission
PDA5290	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N684199179	147930	Age,mileage,and repairs
PDA5293	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N284201820	114344	Age,mileage,and repairs
PDA5294	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N984202060	110603	**Scheduled for Decommission
PDA5297	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N184202392	148940	**Scheduled for Decommission
PDA5298	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N684200797	127500	Age,mileage,and repairs
PDA5300	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N084201623	150486	**Scheduled for Decommission
PDA5302	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N284202269	140777	**Scheduled for Decommission
PDA5310	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553481237829	116792	**Scheduled for Decommission
PDA5311	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553981238264	102014	Age,mileage,and repairs
PDA5312	2008	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS553681240151	112637	**Scheduled for Decommission
PDA5317	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57N994182264	130427	**Scheduled for Decommission
PDA532	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV1BX118591	65845	Wrecked-Pass Side
PDA5321	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K794251491	154892	Age,mileage,and repairs
PDA5322	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K694251319	146063	Age,mileage,and repairs

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PDA5323	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K894251113	108624	Age,mileage,and repairs
PDA5328	2009	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZG57K794252639	85741	Age,mileage,and repairs
PDA5352	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM2A1136197	115605	Age,mileage,and repairs
PDA5353	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM1A1137647	129381	**Scheduled for Decommission
PDA5354	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EMXA1135427	108885	**Scheduled for Decommission
PDA5355	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM4A1135861	137669	Age,mileage,and repairs
PDA5364	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM0A1202570	117448	**Scheduled for Decommission
PDA5365	2010	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EMXA1202365	121583	**Scheduled for Decommission
PDA5370	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM0B1202229	134390	**Scheduled for Decommission
PDA5372	2011	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5EM9B1203248	109793	**Scheduled for Decommission
PDA5373	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3CL1CGXBH556576	91127	**Scheduled for Decommission
PDA5374	2011	DODGE	CHARGER	FULL SIZE SEDAN	2B3CL1CG1BH556577	101200	**Scheduled for Decommission
PDA5401	2012	CHEVROLET	IMPALA	FULL SIZE SEDAN	2G1WD5E33C1215176	109332	**Scheduled for Decommission
PDA5507	2014	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WD5E39E1117420	28094	Wrecked-Rear End
PDA572	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV8AX105738	112918	Age,mileage,and repairs
PDA583	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71VX8X167381	93559	Age,mileage,and repairs
PDA609	2010	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BV0AX117219	97952	Age,mileage,and repairs
PDA6141	2011	Nissan	Altima	SMALL SEDAN	1N4AL2AP5BC105594	85377	Wrecked-Front End
PDA6178	2015	TOYOTA	CAMRY	MID SIZE SEDAN	4T1BF1FK7FU906844	29250	Wrecked-Front End
PDA632	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V68X167376	92055	Age, mileage, and repairs
PDA674	2014	FORD	EXPLORER INTR	MID SIZE SUV	1FM5K8AR2EGC60082	20920	Wrecked-Front End
PDA678	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V38X167383	90058	Age,mileage,and repairs
PDA697	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V78X167399	88917	Age,mileage,and repairs
PDA7041N	2003	LAND ROVER	DISCOVERY	FULL SIZE SUV	SALTW164X3A776753	111557	Age,mileage,and repairs
PDA729	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V89X132140	102158	Age,mileage,and repairs
PDA774	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V18X170542	93601	Age,mileage,and repairs
PDA790	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V18X170556	46061	Wrecked-Front End
PDA804	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS551X69424635	91308	Age,mileage,and repairs
PDA816	2012	DODGE	CHARGER	FULL SIZE SEDAN	2C3CDXAGXCH205223	82211	Age,mileage,and repairs
PDA832	2006	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WS551169427942	123344	Age,mileage,and trans
PDA855	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71VX8X170555	124051	Age,mileage,and repairs
PDA861	2008	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAFP71V38X170557	90589	Age,mileage,and repairs
PDA885	2004	CHEVROLET	IMPALA	MID SIZE SEDAN	2G1WF55K249409699	68210	Age,mileage,and repairs
PDA889	2009	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FAHP71V89X132154	78650	Age,mileage,and repairs
PDA943	2011	FORD	CROWN VICTORIA	FULL SIZE SEDAN	2FABP7BVXBX118640	102209	Age,mileage,and repairs
PDB128	2002	CHEVROLET	G-3500 (CHEV)	VAN	1GAHG39R221149680	11488	Age,mileage,and repairs
PDB136	2003	CHEVROLET	G-3500 (CHEV)	VAN	1GAHG39U831137510	101095	**Scheduled for Decommission
PDB137	2003	CHEVROLET	G-3500 (CHEV)	VAN	1GAHG39U731137384	89057	**Scheduled for Decommission
PDB330	1992	FORD	E-350	VAN	1FBJS31H5NHA51141	43290	**Scheduled for Decommission
PLA008	1999	CHEVROLET	BLAZER	MID SIZE SUV	1GNDT13W5XK238138	95303	Age,mileage,and repairs
SMD343	2002	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL42H538304	69224	Age,mileage,and repairs

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SMD385	2002	INTERNATIONAL	4700	DUMP TRUCK	1HTSCAAL62H538305	82991	**Scheduled for Decommission
SMD428	2001	FREIGHTLINER	FL80	DUMP TRUCK	1FVHBXAKX2HK01208	118203	**Scheduled for Decommission
SMD474T	2001	FREIGHTLINER	FL80	DUMP TRUCK	1FVHBXAK51HJ17215	62467	Age,mileage,and repairs
SMD475	2001	FREIGHTLINER	FL80	DUMP TRUCK	1FVHBXAK71HJ17216	86029	Age,mileage,and repairs
SMD478	2000	FREIGHTLINER	FL80	DUMP TRUCK	1FVXJBB5YHG12618	110861	Age,mileage,and repairs
SMD499	1998	INTERNATIONAL	4900	DUMP TRUCK	1HTSHAAR3WH517987	75188	Age,mileage,and repairs
SMD507	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR65H127507	137019	**Scheduled for Decommission
SMD511CT	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR85H127511	137660	**Scheduled for Decommission
SMD516	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR75H127516	118840	**Scheduled for Decommission
SMD519	2005	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR65H131640	111650	**Scheduled for Decommission
SMD527	2006	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR36H208899	89774	**Scheduled for Decommission
SMD531	2006	INTERNATIONAL	4400	DUMP TRUCK	1HTMSAAR16H208903	104428	**Scheduled for Decommission
SME612	2001	GRADALL	XL4100	TRUCK MOUNTED EXCAVATOR	0411537	8332 H	**Scheduled for Decommission
SME613	2001	GRADALL	XL4100	TRUCK MOUNTED EXCAVATOR	0414537	43510	Age,mileage,and repairs
SMJ223	1999	INTERNATIONAL	2554	CONCRETE MIXER TRUCK	1HTGCADT3XH621263	117143	**Scheduled for Decommission
SMJ299	2006	INTERNATIONAL	4400	POT HOLE PATCH TRUCK	1HTMSAAR57H366601	97160	Age,mileage,and repairs
SMR826	2013	MULTIQUIP	V304EH	WALK BEHIND ROLLER	131008	0	Age,mileage,and repairs
SMU095	2000	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S7YEA70916	170648	Age,mileage,and repairs
SMU120	2002	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S72EB36680	155023	Age, mileage, and repairs
SMU183	2000	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S2YEC12184	149881	Age,mileage,and repairs
SMU187	2001	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36S91ED06858	123310	**Scheduled for Decommission
SMU195	2005	FORD	F-450 C/C	UTILITY TRUCK	1FDXW46Y15EA87169	131605	Age,mileage,and repairs
SMU298	2005	FORD	F-450	UTILITY TRUCK	1FDXF46Y85EA87170	209281	Age,mileage,and repairs
SNA035	2006	FORD	EXPLORER	MID SIZE SUV	1FMEU63E66UB17177	123304	**Scheduled for Decommission
SNA037	2008	CHEVROLET	MALIBU	MID SIZE SEDAN	1G1ZS58N28F121421	128700	Age,mileage,and repairs
SNP129	2007	AMERICAN LAFRAN	CONDOR(ALF)	AUTOMATED REFUSE TRUCK	5SXHANCY78RZ61841	173383	Age,mileage,and repairs
SNP605	2002	CRANE CARRIER	LET2-40	REARLOADER REFUSE TRUCK	1CYCCA4822T045662	155808	Age,mileage,and repairs
SNP628	2005	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDC25HV07802	89311	Age,mileage,and repairs
SNP629	2005	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDC45HV07803	128670	Age,mileage,and repairs
SNP632	2005	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDCX5HV07806	152178	Age,mileage,and repairs
SNP634	2005	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDC35HV07808	169460	Age,mileage,and repairs
SNP635	2005	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDC55HV07809	163206	Age,mileage,and repairs
SNP650	2007	FREIGHTLINER	M2106	REARLOADER REFUSE TRUCK	1FVHCYDCX7HX54505	60163	**Scheduled for Decommission
SNP657	2008	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY98RZ69066	100963	**Scheduled for Decommission
SNP658	2008	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY88RZ69074	162353	**Scheduled for Decommission
SNP663	2008	FREIGHTLINER	CONDOR	AUTOMATED REFUSE TRUCK	5SXHANCY88RZ61833	155494	Age,mileage,and repairs
SNP667	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C8AM004266	122962	**Scheduled for Decommission
SNP668	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04CXAM004267	114221	**Scheduled for Decommission
SNP700CT	2007	AMERICAN LAFRAN	CONDOR(ALF)	AUTOMATED REFUSE TRUCK	5SXHANCY58RZ61840	166373	**Scheduled for Decommission
SNP717	2008	AMERICAN LAFRAN	CONDOR(ALF)	REARLOADER REFUSE TRUCK	5SXHANCY68RZ69073	96998	**Scheduled for Decommission
SNP804	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04CXAM004690	117087	**Scheduled for Decommission

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
SNP807	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C1AM004562	119910	**Scheduled for Decommission
SNP808	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C1AM004688	135736	**Scheduled for Decommission
SNP813	2010	MACK	LEU613	AUTOMATED REFUSE TRUCK	1M2AU04C0AM004696	115951	**Scheduled for Decommission
SNP845	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	5VCACRLE9CH213982	89946	**Scheduled for Decommission
SNP847	2012	AUTOCAR	ACX64	AUTOMATED REFUSE TRUCK	5VCACRLE2CH213984	82863	**Scheduled for Decommission
SPB972	1987	FORD	E-150	CARGO VAN	1FTDE14NXHHB70572	23972	**Scheduled for Decommission
TEB278	2006	CHEVROLET	UPLANDER	MINIVAN	1GNDV23L76D167260	172627	Age,mileage,and repairs
TEB280	2007	CHEVROLET	UPLANDER	MINIVAN	1GNDV23107D153815	217517	Age,mileage,and repairs
TEB348	2012	DODGE	GRAND CARAVAN	MINIVAN	2C4RDGBG3CR407982	93045	Wrecked-Front End
TMA003	2001	FORD	TAURUS	MID SIZE SEDAN	1FAFP52U91A158504	99670	**Scheduled for Decommission
TMB002	2001	CHEVROLET	G-1500 (CHEV)	CARGO VAN	1GCEG15M911235897	117353	**Scheduled for Decommission
TOJ476	1997	FORD	F-250	UTILITY TRUCK	1FDHF25H6VEB74088	126522	Age,mileage,and repairs
TOJ498	2005	FORD	F-550	BUCKET TRUCK	1FDAF56P85EB48486	103409	**Scheduled for Decommission
TOJ500	2006	FORD	F-250	UTILITY TRUCK	1FDNF21586EC67288	111251	Age, mileage, and repairs
TOU047	2003	FORD	F-250	PICKUP TRUCK	3FTNF20LX3MB33506	86669	**Scheduled for Decommission
TOZ924	1998	TARGET	PRO35III18	CONCRETE SAW	294126	699 H	**Scheduled for Decommission
TSJ414	2004	CHEVROLET	C-2500 EXT	UTILITY TRUCK	1GCHC29U04E357893	187235	**Scheduled for Decommission
WCA078	2003	FORD	TAURUS	MID SIZE SEDAN	1FAFP52UX3A254547	102907	Age,mileage,and repairs
WCU322	2009	FORD	F-150	PICKUP TRUCK	1FTRF12W19KA75045	112529	Age,mileage,and repairs
WDB003	2001	CHEVROLET	P-42	STEP VAN	5T4HP41RX13328845	68666	**Scheduled for Decommission
WDB717	2006	DODGE	SPRINTER (DG)	CARGO VAN	WD0PD544X65962015	68148	Age,mileage,and repairs
WDB718	2006	DODGE	SPRINTER (DG)	CARGO VAN	WD0PD544565960785	72029	**Scheduled for Decommission
WDC213	2001	SULLIVAN	250 CFM	TRAILER MOUNTED COMPRESSOR	20918	1461 H	**Scheduled for Decommission
WDD203	2002	FREIGHTLINER	FL70	DUMP TRUCK	1FVABTAK83HL00296	190264	**Scheduled for Decommission
WDD315	2003	FREIGHTLINER	M2106	DUMP TRUCK	1FVACXAK73HL88066	104785	**Scheduled for Decommission
WDD319	2004	FREIGHTLINER	M2106	DUMP TRUCK	1FVACXAK54HN08433	135168	Age,mileage,and repairs
WDD320	2004	FREIGHTLINER	M2106	DUMP TRUCK	1FVACXAK74HN08434	120951	**Scheduled for Decommission
WDD322	2004	FREIGHTLINER	M2106	DUMP TRUCK	1FVACXAK04HN08436	123591	**Scheduled for Decommission
WDH619	1999	FORD	555E (FORD)	WHEELED LOADER/BACKHOE	031020321	5606 H	Age,mileage,and repairs
WDJ406	2010	FORD	F-450 C/C	UTILITY TRUCK	1FDAW4HR1AEA16026	109948	Wrecked-Front End
WDJ611	2007	FORD	F-450	UTILITY TRUCK	1FDXF46P27EA47189	143058	**Scheduled for Decommission
WDJ822	1998	INTERNATIONAL	4700	UTILITY TRUCK	1HTSCAAN9WH517990	87476	Age,mileage,and repairs
WDJ850	2005	FORD	F-350 C/C	UTILITY TRUCK	1FDWW36Y85EA78751	170800	Age,mileage,and repairs
WDU128	2016	FORD	F-150	PICKUP TRUCK	1FTMF1E87GFA56156	21	Wrecked-Front End
WDU633	2006	FORD	F-150 EXT	PICKUP TRUCK	1FTRX14W56NB04261	216295	Age,mileage,and repairs
WDU636	2006	CHEVROLET	K-1500	PICKUP TRUCK	1GCEK14V26Z279144	89701	**Scheduled for Decommission
WDY937	2003	HUDSON	HTD18D	FLAT BED TRAILER	10HHTD1C431000002	0	**Scheduled for Decommission
WDZ923	2002	INGERSOL RAND	TC13	RIDING ROLLER	170919	160 H	**Scheduled for Decommission
WEA057	2002	CHEVROLET	BLAZER	MID SIZE SUV	1GNCS13WX2K218880	54324	**Scheduled for Decommission
WEA058	2004	CHEVROLET	SUBURBAN	FULL SIZE SUV	3GNKG26U54G122456	105194	**Scheduled for Decommission
WEU102	2011	FORD	F-150 C/C	PICKUP TRUCK	1FTFX1CF0BFC21576	94250	**Scheduled for Decommission



EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage / Hrs.	REMOVAL REASON
** Note: Listed vehicles and equipment are scheduled for disposal, pending final decommissioning.							

NORTH CAROLINA

MECKLENBURG COUNTY

DELEGATION OF AUTHORITY  
TO TRANSFER TITLES

Rex E. Dye and/or Kay Elmore are hereby authorized to execute on behalf of City of Charlotte such documents as may be necessary to evidence the transfer of titles for the specific vehicles declared as surplus by the City Manager upon the sale of said vehicles at the date and time set forth below:

Date: September 17, 2016 at 10am

Location: 5550 Wilkinson Blvd, Charlotte, North Carolina 28208

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CHARLOTTE CITY COUNCIL**

**Resolution Authorizing Sale of Personal Property by Public Auction**

Whereas, North Carolina General Statute 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached (Exhibit A) be declared as surplus and sold at public auction; now therefore,

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 17, 2016 at 10am the surplus property described on (Exhibit A), at the City's Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by City Council and in accordance with General Statute 160A-270(b). The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CERTIFICATION



Agenda Date: 8/22/2016

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Agenda #: 59.File #: 15-3019 Type: Consent Item

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## Surplus Computer and Related Equipment Disposal Services

### Action:

- A. Approve a contract with Goodwill Industries of the Southern Piedmont for Surplus Computer and Related Equipment Disposal Services for an initial term of five years, and**
  
- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

### Staff Resource(s):

Robert Campbell, Management & Financial Services

### Explanation

- The waste stream for obsolete computers and related equipment is growing rapidly in volume and complexity.
- Federal and state law requires specialized procedures for disposal of electronic assets for environmental and privacy reasons.
- On May 10, 2016, the City issued a Request for Quotes (RFQ) for Electronic Waste Management Services. In response to the RFP, the City received seven proposals from interested service providers.
- Management & Financial Services staff evaluated the proposals and determined that Goodwill Industries of the Southern Piedmont (Goodwill) best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Goodwill is located less than a mile away from the City's Asset, Recovery, and Disposal facility and offers all required services associated with e-waste management.
- As the City's computer and related equipment disposal service provider, the company will provide the following:
  - Proper disposal of unwanted computer and other related equipment, meeting all required security measures and managing risk to the City,
  - Reduced e-waste by refurbishing and reusing of the equipment,
  - Low-cost technology for the local community, and
  - Local job creation and skill training opportunities.
- Goodwill will provide the services at no cost to the City, along with providing a revenue sharing program of 50% of the resale of computers and other related equipment.

### Charlotte Business INclusion

No subcontracting goal was established on this contract because there are no opportunities (Part D: Section 6 of the Charlotte Business INclusion Policy).



**Agenda Date:** 8/22/2016

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**Agenda #:** 60.**File #:** 15-3745 **Type:** Business Item

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## **Mecklenburg County Tax Collector's Settlement Statement for Fiscal Year 2016**

**Action:**

**Receive as information and record in the minutes the Mecklenburg County Tax Collector's Settlement Statement for Fiscal Year 2016.**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office  
Robert Campbell, Management & Financial Services

**Explanation**

- According to North Carolina General Statute 105-373:
  - The Tax Collector must submit to the governing board an annual report of the amount collected on each year's taxes with which he/she is charged, the amount remaining uncollected, and the steps being taken to encourage or enforce payment of uncollected taxes.
  - The Tax Collector's Settlement Statement must be entered into the official record of the governing board.
- The Tax Collector's Settlement Statement is used to present the real estate and motor vehicle collection rates for the previous tax year and prior years.

**Attachment**

Tax Collector's Settlement Statement



**MECKLENBURG COUNTY**  
Office of the Tax Collector

**To:** Ron Kimble, Interim City Manager  
Randy Harrington, Chief Financial Officer

**From:** Neal L. Dixon, Director/Tax Collector

**Date:** July 20, 2016

**Subject:** Tax Collector's Settlement for Fiscal Year 2016

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Charlotte City Council for Fiscal Year 2016 (tax year 2015).

Total FY 2016 Tax Charged to the Tax Collector for Collection: \$431,265,680.42.

Real Estate & Personal Property Tax

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$431,265,060.94	\$429,432,400.41	\$ 2,488,352.63	99.58%

Registered Motor Vehicle Tax

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$619.48	\$301.99	\$339.05	48.75%

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Combined Total

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$431,265,680.42	\$429,432,702.40	\$ 2,488,691.68	99.57%

At the end of FY 2016 there were a total of 6 parcels with tax bills totaling \$18,664.46 under formal appeal with the Board of Equalization and Review or the Property Tax Commission; consequently, the Tax Collector was barred from pursuing these tax bills. In addition, the Tax Collector was barred by the U.S. Bankruptcy Court from collecting 237 real estate, personal property and registered motor vehicle tax bills totaling \$101,617.42. When the above totals are adjusted to remove these amounts from the net levy calculation for both real estate and registered motor vehicle taxes, the combined collection percentage increased to 99.60%.

**PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS**

700 East Stonewall Street (28202) • P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to him for collection.

Prior Year Collections

Real Estate/Personal Property Tax:

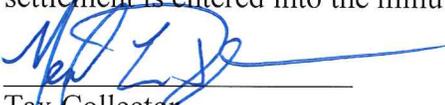
<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2016</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2008	\$331,495,855.51	\$ 101,603.03	\$ 653,402.39	99.80%
2009	\$347,158,263.94	\$ 106,786.05	\$ 787,110.82	99.77%
2010	\$353,136,774.26	\$ 130,875.52	\$2,139,266.09	99.39%
2011	\$366,844,063.13	\$ 171,343.43	\$ 926,896.65	99.75%
2012	\$368,590,475.79	\$ 291,811.84	\$1,040,330.35	99.72%
2013	\$404,015,619.46	\$ 441,178.24	\$1,187,049.52	99.71%
2014	\$403,255,604.68	\$1,080,206.39	\$1,370,868.26	99.66%

Registered Motor Vehicle Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2016</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2012	\$40,967,871.04	\$121,785.62	\$1,388,632.17	96.61%
2013	\$24,660,929.02	\$166,547.97	\$1,009,595.11	95.91%
2014	\$ 213,094.82	\$ 9,287.01	\$ 19,383.00	90.90%

Please contact me at [Neal.Dixon@MecklenburgCountyNC.gov](mailto:Neal.Dixon@MecklenburgCountyNC.gov) or 980-314-4488 if you have any questions or comments regarding this settlement report.

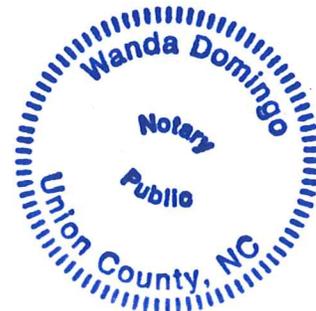
North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

  
\_\_\_\_\_  
Tax Collector

July 20, 2016  
Date

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 2016

Wanda Domingo  
Notary Public



My Commission expires on September 2, 2019.  
Date

CC: Julissa Fernández, Deputy Director, Office of the Tax Collector  
Kimberly Deal, Deputy Director, Office of the Tax Collector



**Agenda Date:** 8/22/2016

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**Agenda #:** 61. **File #:** 15-3819 **Type:** Consent Item

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## Meeting Minutes

**Action:**

**Approve the titles, motions, and votes reflected in the Clerk's record as the minutes of:**

- **June 27, 2016, Business Meeting**
- **July 18, 2016, Zoning Meeting**
- **July 25, 2016, Business Meeting**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office



Agenda Date: 8/22/2016

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Agenda #: 62.File #: 15-3702 Type: Consent Item

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## Two Billboard Leases with Adams Outdoor Advertising

### Action:

- A. Approve Adams Outdoor Advertising lease for a five-year term, with two five year options to extend for an existing billboard located along Old Statesville Road (parcel identification number 043-088-14) for \$12,000 per year or 20% of gross revenue, whichever is greater,**
  
- B. Approve Adams Outdoor Advertising lease for a five-year term with two five year options to extend for an existing billboard located along South Boulevard (parcel identification number 205-211-11) for \$3,900 per year or 20% of gross income, whichever is greater, and**
  
- C. Adopt a resolution authorizing the City Manager to execute all necessary documents to complete the Agreements between the City of Charlotte and Adams Outdoor Advertising.**

### Staff Resource(s):

Tony Korolos, Engineering & Property Management

Tim O'Brien, Engineering & Property Management

### Explanation

- With the purchase of two parcels, the City assumed ownership of two advertising signs. The outdoor advertising leases transferred to the City when the parcels were purchased. After the original leases expired, staff leased the signs on an annual basis.
  - Parcel A: The land was purchased for the Old Statesville Road Widening Project in 2002. It is located at the southeast corner of Old Statesville Road and West W. T. Harris Boulevard.
  - Parcel B: The land was purchased for the South Corridor Light Rail Project in 2005. It is located along South Boulevard, approximately 850 feet south of Sharon Road West.
- Staff recommends longer term leases that will assure a programmed income stream for the City.
- The value of the billboards is based upon traffic counts which equates to advertising rates.
- Research of the advertising industry found that the customary rental rate for sign sites is 20% of gross sales. However, sign companies deviate from this pricing guideline if there is difficulty in penetrating the market in that area. In the case of the two signs that the City inherited, staff continued with the same rate structure, with periodic rate increases. Consequently, Adams has only been able to make a modest profit from these signs.
- Staff reviewed the financial history of both signs and confirmed the gross revenues received from the signs match the revenues received from advertisers.
- The City will receive a minimum fixed rate for each sign. Should gross annual sales increase

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**Agenda #: 62.File #: 15-3702 Type: Consent Item**

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beyond the minimum rate, Adams will reimburse the City the difference within sixty days from the end of each lease term.

- Parcel A: The double-faced static billboard (not zoned for digital signs) has a five-year average of \$18,610 per year in gross revenue. The City will receive \$12,000 as a minimum lease rate or 20% of the actual gross sales if revenues exceed the minimum rate.
- Parcel B: This double-faced static billboard (not zoned for digital signs) has a lower traffic count, having a minimum base rent of \$3,900 per year or 20% of the actual gross sales if revenues exceed the minimum rate.
- Staff will perform an annual audit of Adams' financial records to confirm the City receives the highest rate possible for both leases.
- Adams' accountant will submit financial records each year verifying gross income to confirm the City receives the highest rate possible for both leases. City is also permitted to audit the leases at any time and for any reason.
- Only Parcel A has trees that block a sign face along West W. T. Harris Boulevard that are located on North Carolina Department of Transportation (NCDOT) right-of-way. Adams plans to remove the overgrown trees in the NCDOT's road right-of-way and replace it with lower growing ornamental trees that should not interfere with visibility of the sign face. No trees will be removed on the City-owned property.

**Fiscal Note**

Funding: Proceeds from the rent will be deposited in the City's General Fund

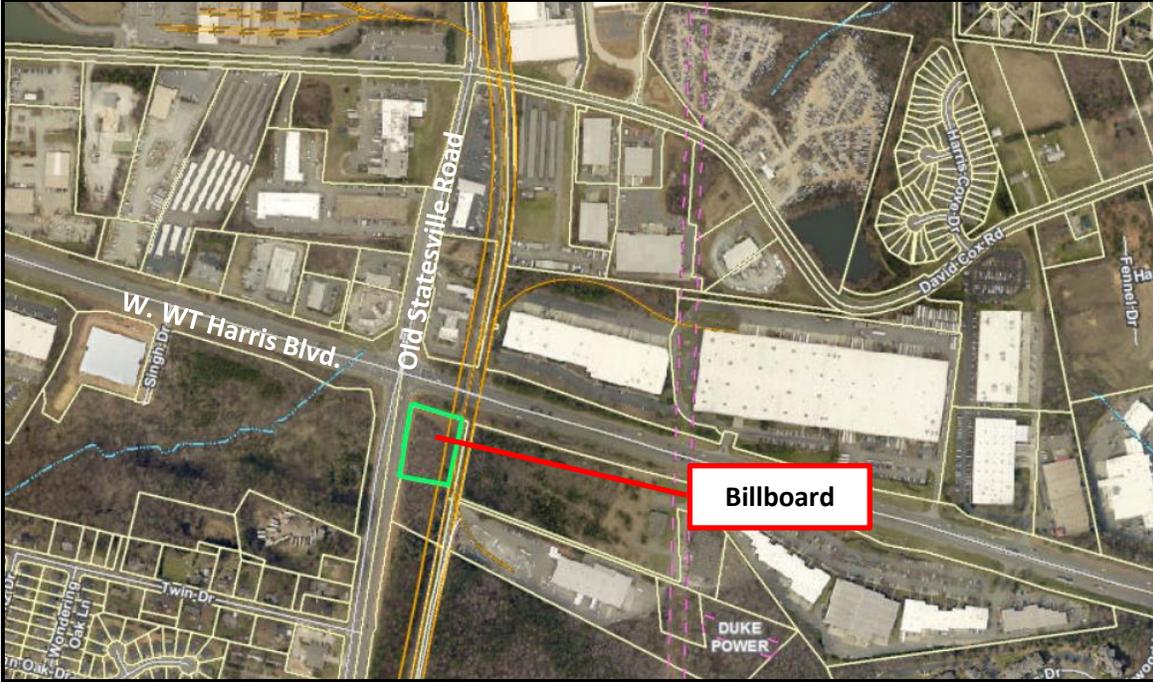
**Attachment**

Maps

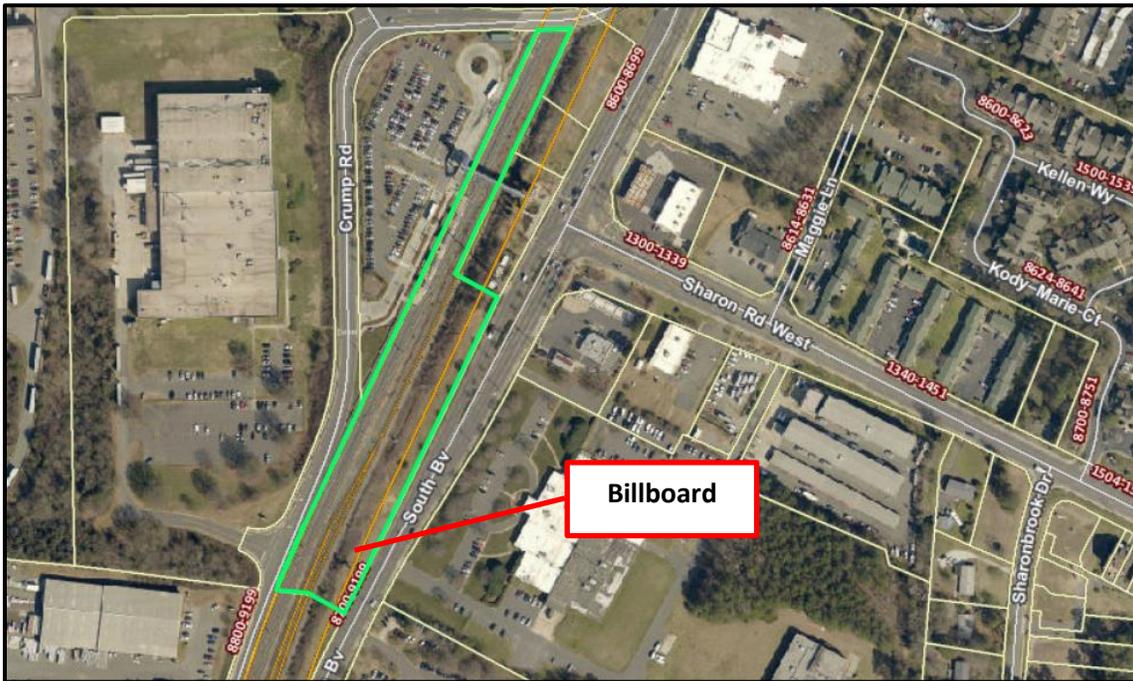
Resolutions

Two Leases with Adams Outdoor Advertising

Old Statesville Road Parcel  
Council District 2



South Boulevard Parcels  
Council District 3



RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF CITY PROPERTY  
ON OLD STATESVILLE ROAD TO ADAMS OUTDOOR ADVERTISING

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WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 043-088-14, and having an address of 5599 W.T. Harris Blvd., located at the southeast corner of the intersection of Old Statesville Road and West W.T. Harris Boulevard; and

WHEREAS, when the City acquired the property in 2002, on it was an Adams Outdoor Advertising ("Adams") billboard, located on a portion of the property which was and still is surplus to the City's needs for the property (the "Site"); and

WHEREAS, the City became the landlord under the existing lease when it acquired the property in 2002, and once that lease expired, has continued to lease the Site to Adams on an annual basis; and

WHEREAS, Adams now desires to enter into a longer term lease at the Site (for a five-year term, followed by two optional five-year extensions) for the continued operation and maintenance of an outdoor advertising billboard; and

WHEREAS, North Carolina General Statute §160A-272 and Charlotte City Charter §8.131 give the City the right and option to lease its property for its own benefit upon such market terms and conditions as it determines; and

WHEREAS, in consideration of leasing the Property, Adams has agreed to pay annual rent to the City during the lease term and extensions, if any, in the amount of \$12,000, or an amount equal to 20% of Adams' actual gross income from the site, whichever is greater; and

WHEREAS, the required notice has been published and Council is convened in a regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to North Carolina General Statute §160A-272 and §8.131 of the City of Charlotte Charter, that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the city property described above to Adams Outdoor Advertising upon the terms and conditions set forth herein, and authorizes the City Manager or his Designee to execute any instruments necessary to the lease.

THIS THE 22nd DAY OF AUGUST, 2016.

RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF CITY PROPERTY  
ON SOUTH BOULEVARD TO ADAMS OUTDOOR ADVERTISING

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WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 205-211-11, and having an address of 8812 South Boulevard, located approximately 850 feet south of Sharon Road West; and

WHEREAS, when the City acquired the property in 2005, on it was an Adams Outdoor Advertising ("Adams") billboard, located on a portion of the property which was, and still is, surplus to the City's needs for the property (the "Site"); and

WHEREAS, the City became the landlord under the existing lease when it acquired the property in 2005, and once that lease expired, has continued to lease the Site to Adams on an annual basis; and

WHEREAS, Adams now desires to enter into a longer term lease at the Site (for a five-year term, followed by two optional five-year extensions) for the continued operation and maintenance of an outdoor advertising billboard; and

WHEREAS, North Carolina General Statute §160A-272 and Charlotte City Charter §8.131 give the City the right and option to lease its property for its own benefit upon such market terms and conditions as it determines; and

WHEREAS, in consideration of leasing the Property, Adams has agreed to pay annual rent to the City during the lease term and extensions, if any, in the amount of \$3,900 or an amount equal to 20% of Adams' actual gross income from the Site, whichever is greater; and

WHEREAS, the required notice has been published and Council is convened in a regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to North Carolina General Statute §160A-272 and §8.131 of the City of Charlotte Charter, that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the city property described above to Adams Outdoor Advertising upon the terms and conditions set forth herein, and authorizes the City Manager or his Designee to execute any instruments necessary to the lease.

THIS THE 22nd DAY OF AUGUST, 2016.



**Agenda Date:** 8/22/2016

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**Agenda #:** 63.**File #:** 15-3748 **Type:** Consent Item

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**Sale of Property: 6746 Glenmoor Drive**

**Action:**

- A. Adopt a resolution proposing to accept the offer from Alexis R. Riddle and Jayne M. Payne to purchase City-owned real property (parcel tax identification 055-155-47) located at 6746 Glenmoor Drive for \$81,001, and**
  
- B. Authorize the City Manager to execute all documents necessary to complete the sale of the property in accordance with the Resolution.**

**Staff Resource(s):**

Tony Korolos, Engineering & Property Management  
Kristie Kennedy, Engineering & Property Management

**Explanation**

- The City acquired the property as part of the Pawtuckett Neighborhood Improvement project for \$74,141. The City retained the single family home on the R-4 zoned property and is now selling the parcel after the new storm water culvert was constructed along the side of the house.
- The storm water culvert (80' feet x 16' feet) impacted the character of the property, such that it was better to purchase the property and perform the construction work before the property could be relisted for sale. The property now has a fair market value of \$60,000.
- The property is not a candidate for affordable housing. The City contacted several nonprofit organizations to determine if this property met their criteria for affordable housing, but none of the organizations were interested.
- On May 9, 2016, the City Council approved the initial offer of sale to Jose Edgar Lazo subject to upset bid sale.
- Three rounds of upset bids were completed with the highest qualifying offer presented by Alexis R. Riddle and Jayne M. Payne on June 13, 2016. The offer contains the following terms:
  - Purchase price of \$81,001 (\$21,001 over the listed price),
  - Earnest money deposit of \$4,050.05,
  - Due diligence period of 30 days, and
  - Closing within 10 days after expiration of the due diligence period.

**Fiscal Note**

Funding: Proceeds of the sale will be deposited into the General Community Investment Plan

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**Agenda #:** 63.**File #:** 15-3748 **Type:** Consent Item

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**Attachment**

Map  
Resolution



**Sale of Property: 6746 Glenmoor Drive**

**City Council District 3**

**RESOLUTION ACCEPTING THE HIGH BID FOR REAL PROPERTY**

WHEREAS, Council previously authorized the sale of that real property at 6746 Glenmoor Drive, Charlotte, NC by upset bid; and

WHEREAS, the City conducted an upset bid sale for that property from May 13, 2016 until July 5, 2016; and

WHEREAS, a qualified high bid, in the amount of \$81,001.00, was submitted for the property;

THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE RESOLVES THAT:

The high bid is accepted for the real property located at 6746 Glenmoor Drive, Charlotte, NC, and the appropriate City officials shall execute the documents necessary to transfer title to the high bidders.

Adopted August 22, 2016



**Agenda Date:** 8/22/2016

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**Agenda #:** 64.**File #:** 15-3731 **Type:** Consent Item

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## **Sale of City Property: 8415 East W.T. Harris Boulevard**

**Action:**

- A. Adopt a resolution proposing to accept the initial offer subject to upset bid sale for \$82,000 from JDSI, LLC to purchase City-owned real property (parcel tax identification 109-171-03) located at 8415 East W.T. Harris Boulevard, and**
  
- B. Authorize the advertisement of the proposed sale for upset bids and authorize the City Manager to execute all documents necessary to complete the sale of the property in accordance with the Resolution.**

**Staff Resource(s):**

Tony Korolos, Engineering & Property Management

**Explanation**

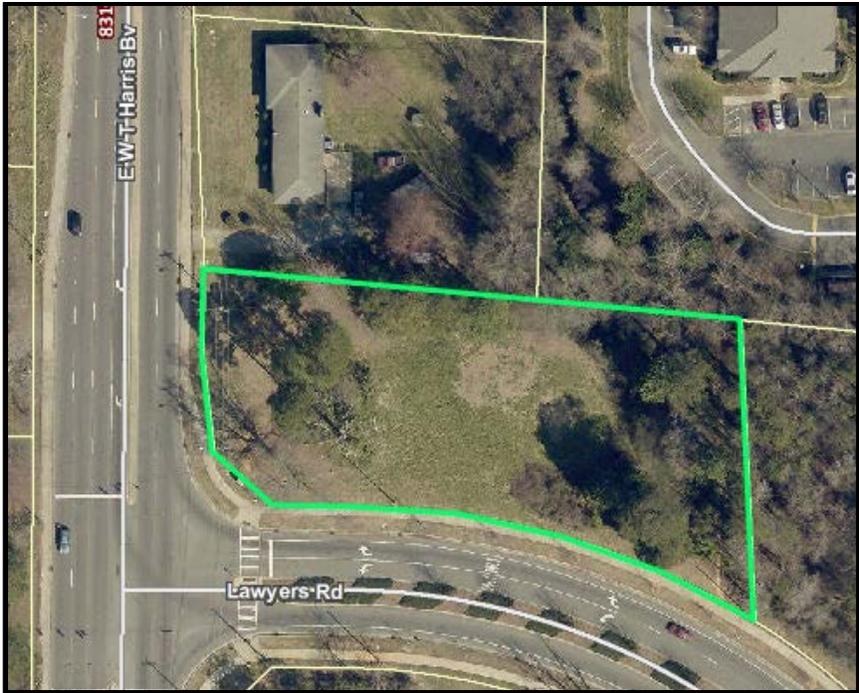
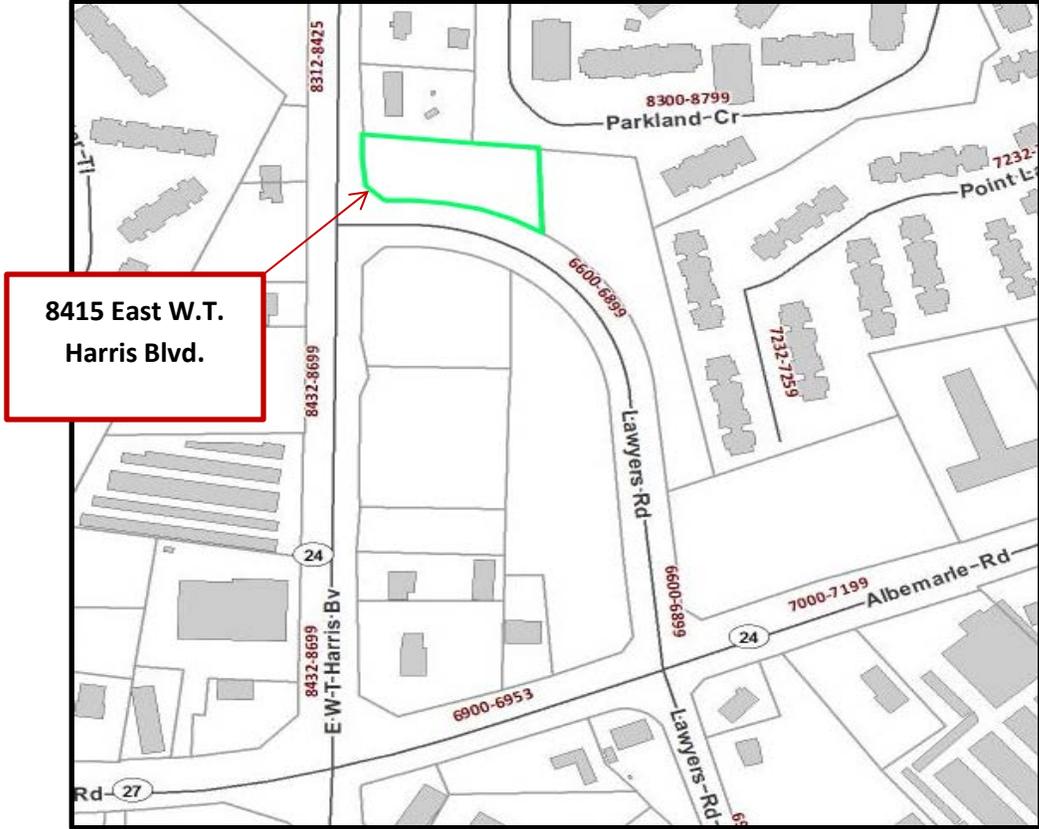
- The property is a vacant parcel near the intersection of Albemarle Road and East W.T. Harris Boulevard, behind the CATS Park and Ride lot. The property is 1.04 acres and is zoned R-17 multi-family.
- An appraisal of the property established fair market value as \$90,100.
- The parcel is not a candidate for affordable housing. The site is not large enough for a typical multi-family housing development in this area. In addition, the site is bound on two sides with roadways resulting in few options for lot assembly.
- On July 11, 2016, JDSI, LLC presented the highest initial offer, and if approved, will be advertised for upset bid based on the following terms:
  - Purchase Price of \$82,000,
  - Earnest money deposit of \$4,100,
  - Due diligence period of 90 days, and
  - Closing within 14 days after expiration of the due diligence period.
- Staff recommends accepting the offer to purchase because the City has received no interest in this property since it was initially listed more than 18 months ago.

**Fiscal Note**

Funding: Proceeds of the sale will be deposited into the City's General Fund

**Attachment**

Map  
Resolution



Sale of Property: 8415 East W.T. Harris Boulevard

City Council District 5

**RESOLUTION AUTHORIZING THE SALE OF 8415 EAST W.T. HARRIS BOULEVARD BY  
THE UPSET BID PROCESS**

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer to purchase the property; and

WHEREAS, the City has received an offer to purchase the property described above in the amount of \$82,000, submitted by JDSI, LLC (“JDSI”); and

WHEREAS, JDSI has paid the required five percent (5%) deposit on its offer:

THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE RESOLVES THAT:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269 and accepts the offer by JSDI as the initial offer.
2. A notice of the proposed sale shall be published in accordance with the statute. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City of Charlotte Real Estate Manager in the Charlotte Mecklenburg Government Center by 5:00 PM on the 10<sup>th</sup> day after the notice is published or on the date and at the time indicated in the notice. If a qualifying higher bid is received, that bid will become the new offer.
4. If a qualifying higher bid is received, a new notice of upset bid shall be published, and this process shall be repeated until a 10-day period has passed without any qualifying higher bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer, and includes terms which do not materially differ, to the City's disadvantage, from the terms of the existing offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The bid may be made in cash, cashier's check, certified check, or wire transfer. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder pursuant to the terms of the purchase contract.
7. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted, and the appropriate City officials are authorized to execute all instruments necessary to convey the property to JDSI.

Adopted August 22, 2016



**Agenda Date:** 8/22/2016

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**Agenda #:** 65.**File #:** 15-3766 **Type:** Consent Item

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## **In Rem Remedy: 104 Walnut Avenue**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence;
- Reduce the proportion of substandard housing;
- Increase tax value of property by making land available for potential infill housing development; and
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Departments
2. Complaint - petition by citizens, tenant complaint, or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Complaint: (104 Walnut Avenue)**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at (104 Walnut Avenue) (Neighborhood Profile Area 347).**

**Attachment**

In Rem Packet for (104 Walnut Avenue)

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 104 WALNUT AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF A. RUDOLPH HENDRICKS 107 WALNUT AVENUE CHARLOTTE, NC 28208

WHEREAS, the dwelling located at 104 Walnut Avenue in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 104 Walnut Avenue in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney

<b>GENERAL INFORMATION</b>	
Property Address	104 Walnut Avenue
Neighborhood	Neighborhood Profile Area 347
Council District	#2
Owner(s)	A. Rudolph Hendricks
Owner(s) Address	107 Walnut Avenue Charlotte, NC 28208
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Tenant Complaint
◆ Date of the Inspection:	01/07/2016
◆ Title report received, revealing party in interest:	01/20/2016
◆ Owner and party in interest notified of Complaint and Notice of Hearing by advertisement and certified mail by:	01/25/2016
◆ Held hearing for owner and party in interest by:	02/24/2016
◆ Owner and party in interest attend hearing:	No
◆ Received letter of intent from Owner to repair:	02/25/2016
◆ Owner and party in interest ordered to demolish structure by:	04/06/2016
◆ Filed Lis Pendens:	04/07/2016
◆ Issued Owner Supplemental Order to repair structure by:	05/11/2016
◆ Owner has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$11,295
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

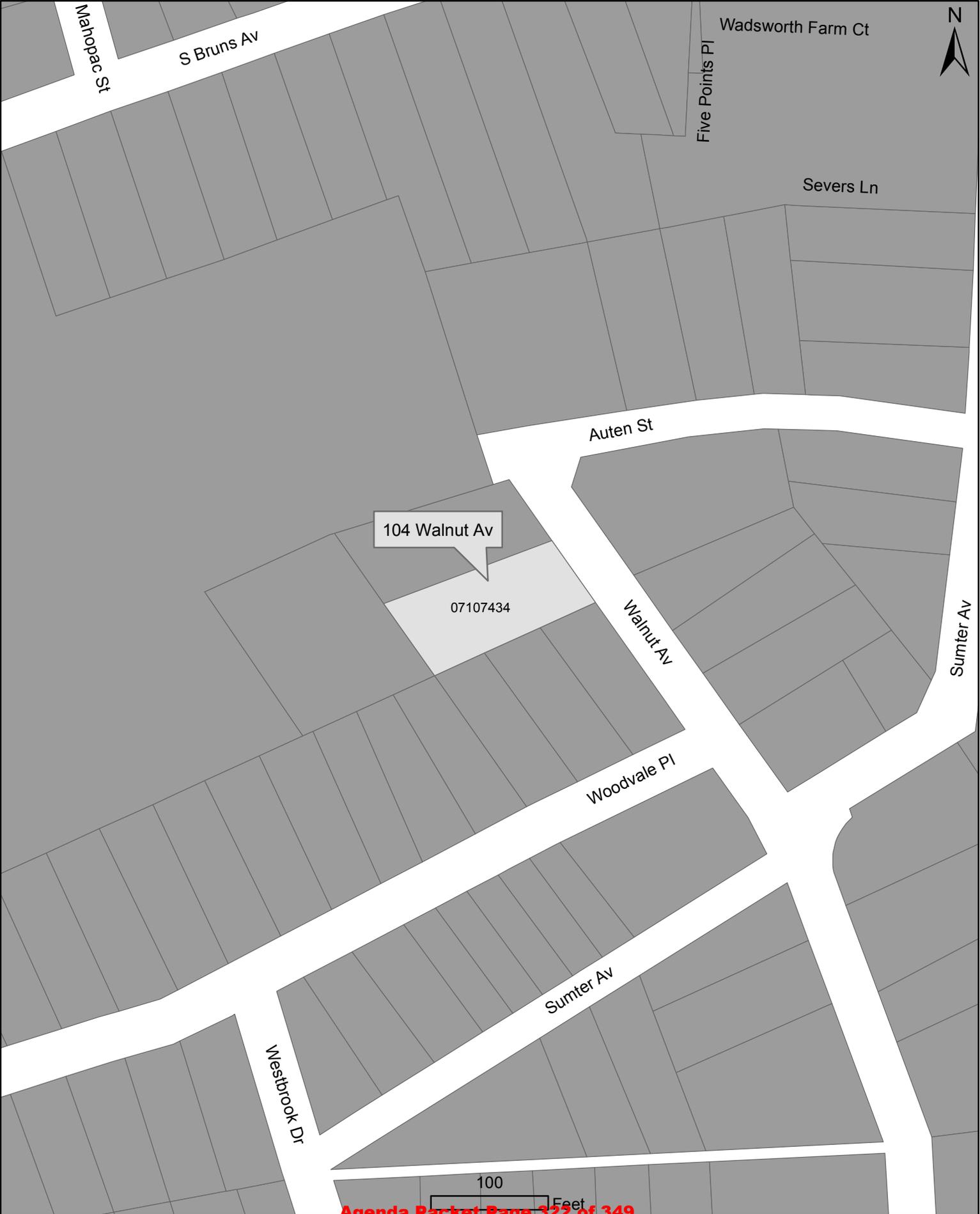
<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$67,275	Acquisition & Rehabilitation Cost (Existing structure: 2,165 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$342,727	New Replacement Structure Cost (Structure: 2,165 sq. ft. total) Economic Life: 50 years Estimated cost-\$395,157	Demolition Cost \$11,295
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 86,200 - Patio/Terrace: \$ 200 - Land: \$ <u>76,000</u> Total Acquisition: \$ 162,400  Estimated Rehabilitation Cost: \$ 108,250 Outstanding Loans \$ 72,077 Property Taxes owed: \$ 0 Interest on Taxes owed: \$ <u>0</u> Total: \$ 180,327	Acquisition: Tax values: - Structure: \$ 86,200 - Patio/Terrace: \$ 200 - Land: \$ <u>76,000</u> Total Acquisition: \$ 162,400  New structure: \$ 149,385 Demolition: \$ 11,295 Outstanding Loans: \$ 72,077 Property Taxes owed: \$ 0 Interest on Taxes owed: \$ <u>0</u> Total: \$ 232,757	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$67,275 (\$31.07/sq. ft.), which is 78.045% of the structure tax value, which is \$86,200.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, plumbing and heating violations: Holes/cracks in ceiling covering throughout. Exterior brick veneer cracked. Broken window glass. Decayed floor joists. Footing undermined at foundation wall. Loose/leaking plumbing fixtures in bathroom. Heating equipment not maintained. Accessory building is not in safe substantial condition.
- The building is 75 years old and consists of 2,165 square feet total.
- A new 2,165 sq. ft. structure can be built for \$149,385.

# 104 Walnut Avenue



104 Walnut Avenue





**Agenda Date:** 8/22/2016

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**Agenda #:** 66.**File #:** 15-3765 **Type:** Consent Item

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## **In Rem Remedy: 2517 Rozzelles Ferry Road**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence;
- Reduce the proportion of substandard housing;
- Increase tax value of property by making land available for potential infill housing development; and
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Departments
2. Complaint - petition by citizens, tenant complaint, or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Public Safety: (2517 Rozzelles Ferry Road)**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at (2517 Rozzelles Ferry Road) (Neighborhood Profile Area 382).**

**Attachment**

In Rem Packet for (2517 Rozzelles Ferry Road)

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2517 ROZZELLES FERRY ROAD PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF KNOWN AND UNKNOWN HEIRS OF MABLE M. HUBBARD 2517 ROZZELLES FERRY ROAD CHARLOTTE, NC 28208

WHEREAS, the dwelling located at 2517 Rozzelles Ferry Road in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 2517 Rozzelles Ferry Road in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney

<b>GENERAL INFORMATION</b>	
Property Address	2517 Rozzelles Ferry Road
Neighborhood	Neighborhood Profile Area 382
Council District	#2
Owner(s)	Known and Unknown Heirs of Mable M. Hubbard
Owner(s) Address	2517 Rozzelles Ferry Road Charlotte, NC 28208
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Public Agency (Charlotte-Mecklenburg Police)
◆ Date of the Inspection:	05/28/2015
◆ Received title search revealing party in interest:	05/26/2015
◆ Owner(s) and party in interest notified of Complaint and Notice of Hearing by advertisement and certified mail by:	06/16/2015
◆ Held hearing for owner(s) and party in interest by:	07/13/2015
◆ Owner(s) and party in interest attend hearing:	Yes (party in interest)
◆ Filed Lis Pendens:	09/30/2015
◆ Owner(s) and party in interest ordered to demolish structure by:	09/07/2015
◆ Owner(s) has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$11,055
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$42,750	Acquisition & Rehabilitation Cost (Existing structure: 2,117 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$309,402	New Replacement Structure Cost (Structure: 2,117 sq. ft. total) Economic Life: 50 years Estimated cost-\$360,680	Demolition Cost \$11,055
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 28,700 - Land: <u>\$ 117,000</u> Total Acquisition: \$ 145,700  Estimated Rehabilitation Cost: \$ 105,850 Outstanding Loans \$ 55,794 Property Taxes owed: \$ 1,932 Interest on Taxes owed: <u>\$ 126</u> Total: \$ 163,702	Acquisition: Tax values: - Structure: \$ 28,700 - Land: <u>\$ 117,000</u> Total Acquisition: \$ 145,700  New structure: \$ 146,073 Demolition: \$ 11,055 Outstanding Loans: \$ 55,794 Property Taxes owed: \$ 1,932 Interest on Taxes owed: <u>\$ 126</u> Total: \$ 214,980	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$42,750 (\$20.19/sq. ft.), which is 148.95% of the structure tax value, which is \$28,700.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, plumbing and heating violations: Flooring is soft, not structurally sound in several places. Walls and ceiling covering moisture damaged. Broken window panes. Decayed exterior siding and trim. Roof covering loose/damaged. Decayed roof sheathing. No potable water. Water heater and heating equipment not operational.
- The building is 85 years old and consists of 2,117 square feet total.
- A new 2,117 sq. ft. structure can be built for \$146,073.

# 2517 Rozzelles Ferry Road



2517 Rozzelles Ferry Road





**Agenda Date:** 8/22/2016

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**Agenda #:** 67.**File #:** 15-3764 **Type:** Consent Item

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## **In Rem Remedy: 7747 Pickering Drive**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence;
- Reduce the proportion of substandard housing;
- Increase tax value of property by making land available for potential infill housing development; and
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Departments
2. Complaint - petition by citizens, tenant complaint, or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Public Safety: (7747 Pickering Drive)**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at (7747 Pickering Drive) (Neighborhood Profile Area 221).**

**Attachment**

In Rem Packet for (7747 Pickering Drive)

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 7747 PICKERING DRIVE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF BAXTER T. MCRAE JR. & INEZ B. MCRAE TRUST 614 MORVEN ROAD WADESBORO, NC 28170

WHEREAS, the dwelling located at 7747 Pickering Drive in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 7747 Pickering Drive in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney

<b>GENERAL INFORMATION</b>	
Property Address	7747 Pickering Drive
Neighborhood	Neighborhood Profile Area 221
Council District	#4
Owner(s)	Baxter T. McRae Jr. & Inez B. McRae Trust
Owner(s) Address	614 Morven Road Wadesboro, NC 28170
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Public Agency Referral Charlotte Fire Department
◆ Date of the Inspection:	02/01/2016
◆ Received title search:	03/09/2016
◆ Owner(s) notified of Complaint and Notice of Hearing by advertisement and certified mail by:	03/21/2016
◆ Held hearing for owner(s) by:	04/20/2016
◆ Owner(s) attend hearing:	Yes
◆ Received letter of intent to repair:	05/05/2016
◆ Filed Lis Pendens:	05/11/2016
◆ Owner(s) ordered to demolish structure by:	05/20/2016
◆ Issued owner(s) Supplemental Order to repair structure by:	06/23/2016
◆ Owner(s) has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$14,213
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

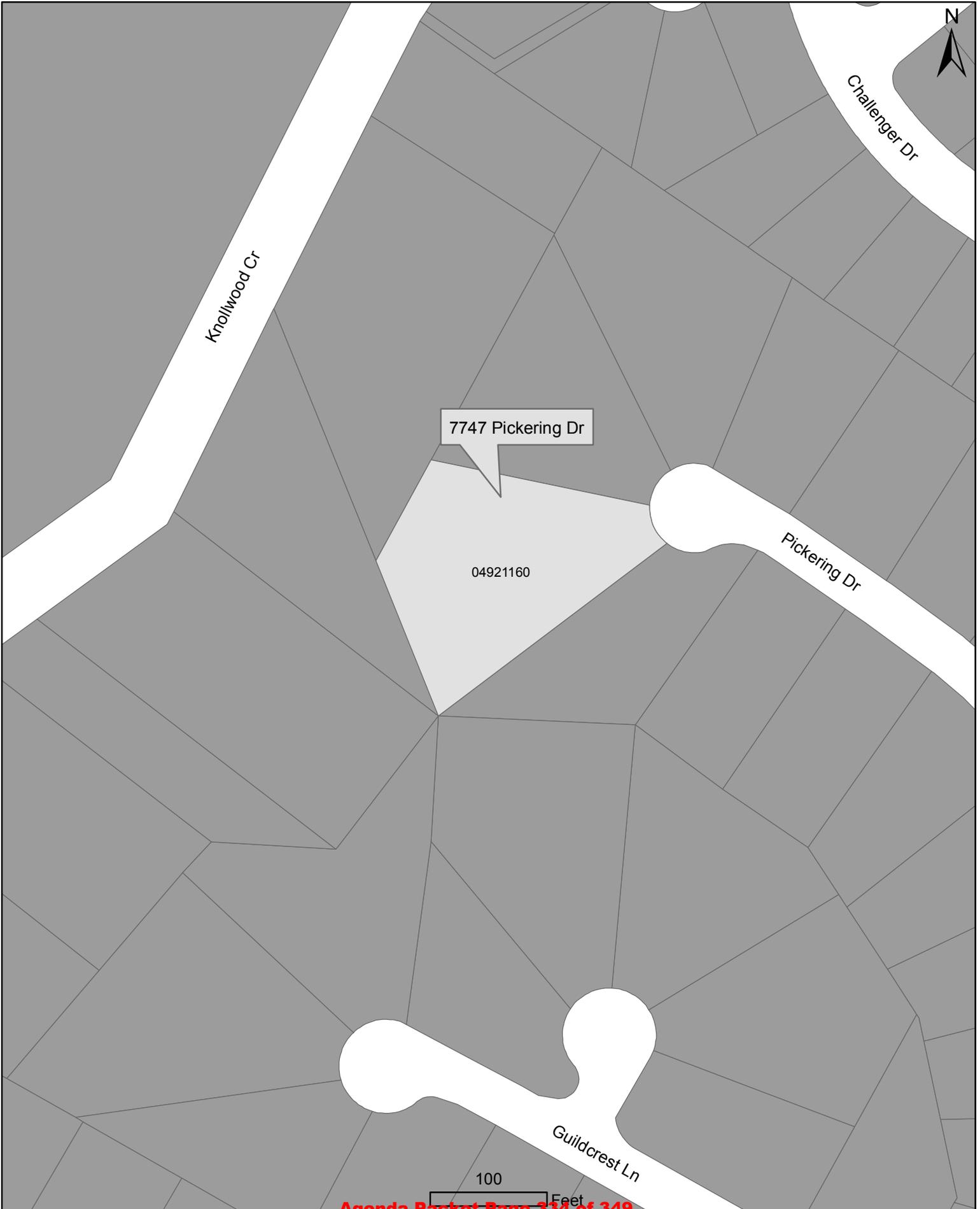
<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$158,270	Acquisition & Rehabilitation Cost (Existing structure: 3,472 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$395,962	New Replacement Structure Cost (Structure: 3,472 sq. ft. total) Economic Life: 50 years Estimated cost-\$476,143	Demolition Cost \$14,213
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 171,700 - Terrace/Deck: \$ 1,600 - Land: <u>\$ 36,000</u> Total Acquisition: \$ 209,300  Estimated Rehabilitation Cost: \$ 173,600 Outstanding Loans \$ 0 Property Taxes owed: \$ 10,900 Interest on Taxes owed: <u>\$ 2,162</u> Total: \$ 186,662	Acquisition: Tax values: - Structure: \$ 171,700 - Terrace/Patio: \$ 1,600 - Land: <u>\$ 36,000</u> Total Acquisition: \$ 209,300  New structure: \$ 239,568 Demolition: \$ 14,213 Outstanding Loans: \$ 0 Property Taxes owed: \$ 10,900 Interest on Taxes owed: <u>\$ 2,162</u> Total: \$ 266,843	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$158,270 (\$45.58/sq. ft.), which is 92.17% of the structure tax value, which is \$171,700.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, plumbing, electrical and heating violations: Flooring and sub-structure is loose, rotted, fire damaged or missing in several places. Damaged ceiling and wall covering in several places. Fire damaged wall framing. Broken window panes. Roof sheathing and covering fire damaged. Ceiling joists and roof rafters are fire damaged/decayed. Fire damaged plumbing fixtures. Electrical wiring and fixtures are fire damaged. Heating equipment not operational.
- The building is 26 years old and consists of 3,472 square feet total.
- A new 3,472 sq. ft. structure can be built for \$239,568.

# 7747 Pickering Drive



7747 Pickering Drive





**Agenda Date:** 8/22/2016

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**Agenda #:** 68.**File #:** 15-3769 **Type:** Consent Item

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**Aviation Property Transaction - 7620 C Steele Creek Road**

**Action:**        **Approve the following transaction.**

**Project:** Airport Environmental Impact Statement Mitigation Land

**Owner(s):** Mai Vu

**Property Address:** 7620 C Steele Creek Road

**Total Parcel Area:** 1.012 acres

**Property to be acquired by Easements:** N/A

**Structures/Improvements to be impacted:** N/A

**Landscaping to be impacted:** Trees and shrubs

**Zoned:** R-3

**Use:** Vacant

**Tax Code:** 141-261-01

**Purchase Price:** \$44,500 and all relocation benefits in compliance with federal, state, or local regulations

**Council District:** 3



Agenda Date: 8/22/2016

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Agenda #: 69.File #: 15-3770 Type: Consent Item

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## Aviation Property Transactions - 9220 Dorcas Lane

**Action:** Approve the following transaction.

**Project:** Airport Environmental Impact Statement Mitigation Land

**Owner(s):** Metrolina Land Co.

**Property Address:** 9220 Dorcas Lane

**Total Parcel Area:** .444 acre

**Property to be acquired by Easements:** N/A

**Structures/Improvements to be impacted:** N/A

**Landscaping to be impacted:** Trees and shrubs

**Zoned:** R-3

**Use:** Single-family Residential

**Tax Code:** 141-261-79

**Purchase Price:** \$169,850 and all relocation benefits in compliance with federal, state, or local regulations.

**Council District:** 3



Agenda Date: 8/22/2016

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Agenda #: 70.File #: 15-3771 Type: Consent Item

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## Aviation Property Transactions - 9233 Dorcas Lane

**Action:** Approve the following transaction.

**Project:** Airport Environmental Impact Statement Mitigation Land

**Owner(s):** Metrolina Land Co

**Property Address:** 9233 Dorcas Lane

**Total Parcel Area:** 2.133 acres (.556 and 1.557 acres)

**Property to be acquired by Easements:** N/A

**Structures/Improvements to be impacted:** Single-family Home

**Landscaping to be impacted:** Trees and shrubs

**Zoned:** R-3

**Use:** Single-family Residential

**Tax Code:** 141-261-55 and 141-261-86

**Purchase Price:** \$214,000 and all relocation benefits in compliance with federal, state, or local regulations.

**Council District:** 3



Agenda Date: 8/22/2016

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Agenda #: 71.File #: 15-3798 Type: Consent Item

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## Property Transactions - 25th Street Connection, Parcel #4

**Action:** Approve the following Acquisition: 25th Street Connection, Parcel #4

**Project:** 25th Street Connection, Parcel #4

**Owner(s):** Howard F. Starnes and Bennie S. Starnes

**Property Address:** 417 East 25th Street

**Total Parcel Area:** 20,151 sq. ft. (.463 ac.)

**Property to be acquired by Fee:** 643 sq. ft. (.015 ac.) in Fee Simple

**Property to be acquired by Easements:** 1,805 sq. ft. (.041 ac.) in Sidewalk and Utility Easement, plus 5,413 sq. ft. (.124 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** I-2

**Use:** Industrial

**Tax Code:** 083-053-12

**Purchase Price:** \$221,543

**Council District:** 1



**Agenda Date:** 8/22/2016

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**Agenda #:** 72.**File #:** 15-3799 **Type:** Consent Item

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**Property Transactions - Lilly Mill Drainage Improvements, Parcel #11**

**Action:** **Approve the following Acquisition: Lilly Mill Drainage Improvements, Parcel #11**

**Project:** Lilly Mill Drainage Improvements, Parcel #11

**Program:** Flood Control

**Owner(s):** Donald A. Young and Trudy M. Young

**Property Address:** 2501 Merrywood Road

**Total Parcel Area:** 21,448 sq. ft. (.492 ac.)

**Property to be acquired by Easements:** 7,604 sq. ft. (.175 ac.) in Storm Drainage Easement, plus 1,575 sq. ft. (.036 ac.) in Sanitary Sewer Easement, plus 2,574 sq. ft. (.059 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** Trees

**Zoned:** R-3

**Use:** Single-family Residential

**Tax Code:** 173-254-06

**Purchase Price:** \$36,000

**Council District:** 6



Agenda Date: 8/22/2016

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Agenda #: 73.File #: 15-3800 Type: Consent Item

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## Property Transactions - Nelson Avenue 309, Parcel #2

**Action:** Approve the following Condemnation: Nelson Avenue 309, Parcel #2

**Project:** Nelson Avenue 309, Parcel #2

**Owner(s):** Laura Sutton

**Property Address:** 301 Nelson Avenue

**Total Parcel Area:** 7,444 sq. ft. (.171 ac.)

**Property to be acquired by Easements:** 527 sq. ft. (.012 ac.) in Storm Drainage Easement, plus 1,994 sq. ft. (.046 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Use:** Flum/Swim Floodway (No Build Zone)

**Tax Code:** 069-135-07

**Appraised Value:** \$100

**Outstanding Concerns:** Property owner has not responded.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

**Council District:** 2



**Agenda Date:** 8/22/2016

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**Agenda #:** 74.**File #:** 15-3801 **Type:** Consent Item

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## **Property Transactions - Nelson Avenue 309, Parcel #3**

**Action:** **Approve the following Condemnation: Nelson Avenue 309, Parcel #3**

**Project:** Nelson Avenue 309, Parcel #3

**Owner(s):** Nisbet Oil Company

**Property Address:** 247 Alabama Avenue

**Total Parcel Area:** 51,874 sq. ft. (1.191 ac.)

**Property to be acquired by Easements:** .94 sq. ft. in Storm Drainage Easement, plus 917 sq. ft. (.021 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** Trees and various plantings

**Zoned:** R-17 Multi-family

**Use:** Single-family Residential

**Tax Code:** 069-136-05

**Appraised Value:** \$250

**Property Owner's Concerns:** The property owner is unwilling to grant the necessary easements for the project.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

**Council District:** 2



Agenda Date: 8/22/2016

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Agenda #: 75.File #: 15-3802 Type: Consent Item

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## Property Transactions - Tom Short Sidewalk, Parcel #3

**Action:** Approve the following Condemnation: Tom Short Sidewalk, Parcel #3

**Project:** Tom Short Sidewalk, Parcel #3

**Owner(s):** Franklin Morreale and Rose Marie Morreale

**Property Address:** 6305 Horseplay Court

**Total Parcel Area:** 13,731 sq. ft. (.315 ac.)

**Property to be acquired by Easements:** 190 sq. ft. (.004 ac.) in Sidewalk and Utility Easement, plus 673 sq. ft. (.015 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** R-9(CD)

**Use:** Single-family Residential

**Tax Code:** 229-363-42

**Appraised Value:** \$425

**Property Owner's Counteroffer:** \$2,500

**Property Owner's Concerns:** The property owner is concerned with the compensation amount that is being offered.

**City's Response to Property Owner's Concerns:** Staff informed the property owner that they could obtain their own appraisal.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

**Council District:** 7



Agenda Date: 8/22/2016

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Agenda #: 76.File #: 15-3803 Type: Consent Item

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## Property Transactions - Tom Short Sidewalk, Parcel #6

**Action:** Approve the following Condemnation: Tom Short Sidewalk, Parcel #6

**Project:** Tom Short Sidewalk, Parcel #6

**Owner(s):** Equity Ventures, Inc.

**Property Address:** 0 Tom Short Rd

**Total Parcel Area:** 38,927 sq. ft. (.894 ac.)

**Property to be acquired by Easements:** 86 sq. ft. (.002 ac.) in Storm Drainage Easement, plus 944 sq. ft. (.022 ac.) in Sidewalk and Utility Easement, plus 1,285 sq. ft. (.029 ac.) in Temporary Construction Easement, plus 21 sq. ft. ( ac.) in Sidewalk Utility Easement and Storm Drainage Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** R-9 (CD)

**Use:** Single-family Residential

**Tax Code:** 229-363-99

**Appraised Value:** \$75

**Property Owner's Counteroffer:** \$8,000

**Property Owner's Concerns:** The property owner is concerned with the compensation amount that is being offered.

**City's Response to Property Owner's Concerns:** Staff informed the property owner that they could obtain their own appraisal.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

**Council District:** 7



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Agenda #: 77.File #: 15-1472 Type: Consent Item

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## Reference - Charlotte Business INClusion Policy

The following excerpts from the City's Charlotte Business INClusion Policy are intended to provide further explanation for those agenda items which reference the Charlotte Business INClusion Policy in the business meeting agenda.

### Part A: Administration & Enforcement

**Appendix Section 20: Contract:** For the purposes of establishing an MWSBE subcontracting goal on a Contract, the following are examples of contract types:

- Any agreement through which the City procures services from a Business Enterprise, other than Exempt Contracts.
- Contracts include agreements and purchase orders for (a) construction, re-construction, alteration and remodeling; (b) architectural work, engineering, surveying, testing, construction management and other professional services related to construction; and (c) services of any nature (including but not limited to general consulting and technology-related services) , and (d) apparatus, supplies, goods or equipment.
- The term "Contract" shall also include Exempt Contracts for which an SBE, MBE or WBE Goal has been set.
- Financial Partner Agreements, Development Agreements, and Construction Manager-at-Risk Agreements shall also be deemed "Contracts," but shall be subject to the provisions referenced in the respective Parts of the Charlotte Business INClusion Program Policy.

**Appendix Section 27: Exempt Contracts:** Contracts that fall within one or more of the following categories shall be "Exempt Contracts" from all aspects of the Charlotte Business INClusion Policy, unless the Department responsible for procuring the Contract decides otherwise:

**No Competitive Process Contracts:** Contracts or purchase orders that are entered into without a competitive process, or entered into based on a competitive process administered by an entity other than the City shall be Exempt Contracts, including but not limited to contracts that are entered into by sole sourcing, piggybacking, buying off the North Carolina State contract, buying from a competitive bidding group purchasing program as allowed under G.S. 143-129(e)(3), or using the emergency procurement procedures established by the North Carolina General Statutes.

**Managed Competition Contracts:** Managed competition contracts pursuant to which a City Department or division competes with Business Enterprises to perform a City function shall be Exempt Contracts.

**Real Estate Leasing and Acquisition Contracts:** Contracts for the acquisition or lease of real estate shall be Exempt Contracts.

**Federal Contracts Subject to DBE Requirements:** Contracts that are subject to the U.S. Department

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of Transportation Disadvantaged Business Enterprise Program as set forth in 49 CFR Part 26 or any successor legislation shall be Exempt Contracts.

**State Contracts Subject to MWBE Requirements:** Contracts for which a minority and women business participation goal is set pursuant to G.S. 143-128.2(a) due to a building project receiving funding from the State of North Carolina shall be Exempt Contracts.

**Financial Partner Agreements with DBE or MWBE Requirements:** Contracts that are subject to a disadvantaged business development program or minority and women business development program maintained by a Financial Partner shall be Exempt Contracts.

**Interlocal Agreements:** Contracts with other units of federal, state, or local government shall be Exempt Contracts.

**Contracts for Legal Services:** Contracts for legal services shall be Exempt Contracts, unless otherwise indicated by the City Attorney.

**Contracts with Waivers:** Contracts for which the SBO Program Manager or the City Manager waives the SBO Program requirements shall be Exempt Contracts (such as when there are no SBE subcontracting opportunities on a Contract).

**Special Exemptions:** Contracts where the Department and the Program Manager agree that the Department had no discretion to hire an SBE (e.g., emergency contracts or contracts for banking or insurance services) shall be Exempt Contracts.

**Appendix Section 35: Informal Contracts:** Contracts and purchase orders through which the City procures services from a Business Enterprise that fall within one of the following two categories:

**Construction Contracts Less Than or Equal To \$500,000:**

**Service and Commodities Contracts That Are Less Than or Equal To \$100,000:**

**Part B: Formal Construction Bidding**

**Part B: Section 2.1:** When the City Solicitation Documents for a Construction Contract contain an MWSBE Goal, each Bidder must either: (a) meet the MWSBE Goal, or (b) comply with the Good Faith Negotiation and Good Faith Efforts requirements. Failure to do so constitutes grounds for rejection of the Bid. The City Solicitation Documents will contain certain forms that Bidders must complete to document having met these requirements.

**Part B: Section 2.3: No Goals When There Are No Subcontracting Opportunities.**

The City shall not establish Subcontracting Goals for Contracts where: a) there are no subcontracting opportunities identified for the Contract; or b) there are no SBEs, MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the City regards as realistic opportunities for subcontracting.

**Part C: Services Procurement**

**Part C: Section 2.1:** When the City Solicitation Documents for a Service Contract do not contain an SBE Goal, each Proposer must negotiate in good faith with each MWSBE that responds to the Proposer's solicitations and each MWSBE that contacts the Proposer on its own accord. Additionally, the City may negotiate a Committed SBE Goal with the successful Proposer after the Proposal Opening.

**Part C: Section 2.1: No Goal When There Are No MWSBE Subcontracting Opportunities.** The City shall not establish an MWSBE Goal for Service Contracts where there are no MWSBEs certified to perform the

scopes of work that the City regards as realistic opportunities for subcontracting.

**Part D: Post Contract Award Requirements**

**Part D: Section 6: New Subcontractor Opportunities/Additions to Scope, Contract Amendments**

If a Contractor elects to subcontract any portion of a Contract that the Contractor did not previously identify to the City as a subcontracting opportunity, or if the scope of work on a Contract increases for any reason in a manner that creates a new MWSBE subcontracting opportunity, the City shall either:

- Notify the Contractor that there will be no Supplemental MWSBE Goal for the new work; or
- Establish and notify the Contractor of a Supplemental MWSBE Goal for the new work.



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Agenda #: 78.File #: 15-1473 Type: Consent Item

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## Reference - Property Transaction Process

### Property Transaction Process Following Council Approval for Condemnation

The following overview is intended to provide further explanation for the process of property transactions that are approved by City Council for condemnation.

Approximately six weeks of preparatory work is required before the condemnation lawsuit is filed. During this time, City staff continues to negotiate with the property owner in an effort to reach a mutual settlement.

- If a settlement is reached, the condemnation process is stopped, and the property transaction proceeds to a real estate closing.
- If a settlement cannot be reached, the condemnation lawsuit is filed. Even after filing, negotiations continue between the property owner and the City's legal representative. Filing of the condemnation documents allows:
  - The City to gain access and title to the subject property so the capital project can proceed on schedule.
  - The City to deposit the appraised value of the property in an escrow account with the Clerk of Court. These funds may be withdrawn by the property owner immediately upon filing, and at any time thereafter, with the understanding that additional funds transfer may be required at the time of final settlement or at the conclusion of litigation.
- If a condemnation lawsuit is filed, the final trial may not occur for 18 to 24 months; however, a vast majority of the cases settle prior to final trial. The City's condemnation attorney remains actively engaged with the property owner to continue negotiations throughout litigation.
  - North Carolina law requires that all condemnation cases go through formal non-binding mediation, at which an independent certified mediator attempts to facilitate a successful settlement. For the minority of cases that do not settle, the property owner has the right to a trial by judge or jury in order to determine the amount of compensation the property owner will receive.



**Agenda Date: 9/28/2015**

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**Agenda #: 79.File #: 15-1471 Type: Consent Item**

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## **Reference - Property Acquisitions and Condemnations**

- The City has negotiated in good faith to acquire the properties set forth below
- For acquisitions, the property owner and staff have agreed on a price based on appraisals and/or estimates.
- In the case of condemnations, the value was established by an independent, certified appraisal followed by a third-party appraisal review.
- Real Estate staff diligently attempts to contact all property owners by:
  - Sending introductory letters via regular and certified mail,
  - Making several site visits,
  - Leaving door hangers and business cards,
  - Seeking information from neighbors,
  - Searching the internet,
  - Obtaining title abstracts, and
  - Leave voice messages.
- For most condemnation cases, City staff and the property owner(s) have been unable to reach a settlement. In some cases, condemnation is necessary to ensure a clear title to the property.
- If the City Council approves the resolutions, the City Attorney's office will initiate condemnation proceedings. As part of the condemnation process, real estate staff and the City Attorney's Office will continue to negotiate, including court-mandated mediation, in an attempt to resolve the matter. Most condemnation cases are settled by the parties prior to going to court.
- If a settlement cannot be reached, the case will proceed to a trial before a judge or jury to determine "just compensation."
- Full text of each resolution is on file with the City Clerk's Office.
- The definition of easement is a right created by grant, reservation, agreement, prescription, or necessary implication, which one has in the land of another, it is either for the benefit of land, such as right to cross A to get to B, or "in gross," such as public utility easement.
- The definition of fee simple is an estate under which the owner is entitled to unrestricted powers to dispose of the property, and which can be left by will or inherited, commonly, synonym for ownership.