

# **City of Charlotte**

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



## **Meeting Agenda**

**Monday, June 27, 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, June 27, 2016

5:00 P.M.

Council Chambers

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

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2. Airport Taxi Operating Agreements .....	3
3. Eastland Mall Redevelopment Strategy Update.....	4
4. Answers to Mayor and Council Consent Item Questions .....	5

*Roll Call*

*Call to Order*

*Introductions*

*Invocation*

*Pledge of Allegiance*

#### 6:30 P.M. CITIZENS' FORUM

#### 7:00 P.M. AWARDS AND RECOGNITION

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**Adjournment**



**Agenda Date:** 6/27/2016

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**Agenda #:** File #: 15-3584 **Type:** Consent Item

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**CITY COUNCIL MEETING**  
**Monday, June 27, 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>
28	Animal Care and Control Interlocal Agreements



**Agenda Date:** 6/27/2016

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**Agenda #:** 1. **File #:** 15-3561 **Type:** Dinner Briefing

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

**Staff Resource(s):**

Debra Campbell, 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:** 6/27/2016

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**Agenda #:** 2. **File #:** 15-3390 **Type:** Dinner Briefing

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## **Airport Taxi Operating Agreements**

**Committee Chair:**

Council member Julie Eiselt

**Staff Resource(s):**

Brent Cagle, Aviation

**Time:** 30 minutes

**Explanation**

- The purpose of this presentation is to provide an overview of the Airport Taxi Operating Services Request for Proposals process.
- Staff will discuss the Evaluation Team and Community Safety Committee's recommendation of using four taxi companies to provide passenger pick-up services at the Airport.

**Future Action**

City Council is asked to consider on tonight's Business Agenda the Airport Taxi Operating Agreements, item 13, in the Policy section.



**Agenda Date:** 6/27/2016

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**Agenda #:** 3. **File #:** 15-3538 **Type:** Dinner Briefing

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## **Eastland Mall Redevelopment Strategy Update**

**Committee Chair:**

Council member James Mitchell

**Staff Resource(s):**

Patrick Mumford, Neighborhood & Business Services

Todd DeLong, Neighborhood & Business Services

Ed McKinney, Planning

**Time:** 45 minutes

**Explanation**

- The purpose of the presentation is to:
  - Provide an update on the redevelopment process for the former Eastland Mall site,
  - Summarize the results of an assessment and series of stakeholder discussions led by the Latin American Economic Development Corporation focusing on the former mall property, and
  - Present the next steps in implementation and redevelopment of the site in a strategic and market-based manner.

**Future Action**

The City Council is asked to support the proposed next steps, which include hiring a multi-disciplinary consulting team that will assist staff in creating an implementation strategy. Components of this process will involve:

- Participating in community engagement activities to shape key investments,
- Creating a preliminary design,
- Developing cost estimates for infrastructure improvements, and
- Creating a phased development strategy.



**Agenda Date:** 6/27/2016

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**Agenda #:** 4. **File #:** 15-3562 **Type:** Dinner Briefing

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

**Staff Resource(s):**

Debra Campbell, City Manager's Office

**Time:** 10 minutes

**Synopsis**

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



# City of Charlotte

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

**Agenda Date: 6/27/2016**

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**Agenda #: File #: 15-3585 Type: Consent Item**

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## **6:30 P.M. CITIZENS' FORUM**



**Agenda Date:** 6/27/2016

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**Agenda #:** 5. **File #:** 15-3563 **Type:** Consent Item

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**Consent agenda items 27 through 63 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: 6/27/2016

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Agenda #: 6.File #: 15-3530 Type: Zoning Item

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## Rezoning Petition 2016-024

### Action:

**Render a decision on petition 2016-024 by Greystar GPII, LLC**

- **From R-3 (single-family residential) and R-8MF (CD) (multi-family residential, conditional), and**
- **To UR-2(CD) (urban residential, conditional), with five-year vested rights.**

### Staff Resource(s):

Tammie Keplinger, Planning

### Explanation

- The public hearing on this rezoning petition was held on April 18, 2016.
- The property is approximately 6.01 acres located on the west side of Randolph Road between Sloane Square Way and Rutledge Avenue (Council District 6 - Smith).
- Petition 2016-024 proposes the redevelopment of two parcels, one developed with an existing institutional use and the other a single family home, located in the Cotswold area for 180 age-restricted, multi-family units in three buildings at a density of 29.9 dwelling units per acre.
- Since not all City Council members were present at the June 20 Zoning Meeting, at the request of the petitioner, the City Council deferred the decision of this petition to the June 27 Business Meeting.
- The Zoning Committee found this petition to be inconsistent with the South District Plan recommendation for institutional use for the R-3 (single family residential) portion of the site. The R-8MF (CD) (multi-family residential, conditional) portion of the site is consistent with the multi-family use recommended by the plan but inconsistent with the density of 7.25 units per acre as amended by a previous rezoning petition. However, the proposed density is aligned with the General Development Policies, which support consideration of a density over 17 dwellings per acre, based on information from the staff analysis and the public hearing
- The Zoning Committee voted 5-0 to 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: R-3 (single family residential) and R-8MF(CD) (multi-family residential, conditional) Proposed Zoning: UR-2(CD) (urban residential, conditional), with five-year vested rights
<b>LOCATION</b>	Approximately 6.01 acres located on the west side of Randolph Road between Sloane Square Way and Rutledge Avenue. (Council District 6 - Smith)
<b>SUMMARY OF PETITION</b>	This petition proposes the redevelopment of two parcels, one developed with an existing institutional use and the other a single family home, located in the Cotswold area for 180 age-restricted, multi-family units in three buildings at a density of 26.28 dwelling units per acre.
<b>PROPERTY OWNER</b>	Trustees for the Scottish Rite Bodies of Charlotte and A. Ray Mathis Revocable Living Trust U/W/A dated April 18, 2012
<b>PETITIONER</b>	Greystar GP II, LLC.
<b>AGENT/REPRESENTATIVE</b>	Jeff Brown and Keith MacVean
<b>COMMUNITY MEETING</b>	Meeting is required and has been held. Report available online. Number of people attending the Community Meeting: 74.
<b>STATEMENT OF CONSISTENCY</b>	<ul style="list-style-type: none"> <li>• The Zoning Committee found this petition to be inconsistent with the <i>South District Plan</i> recommendation for institutional use for the R-3 (single family residential) portion of the site. The R-8MF (CD) (multi-family residential, conditional) portion of the site is consistent with the multi-family use recommended by the plan but inconsistent with the density of 7.25 units per acre as amended by a previous rezoning petition. However, the proposed density is aligned with the <i>General Development Policies</i>, which support consideration of a density over 17 dwellings per acre, based on information from the staff analysis and the public hearing, and because: <ul style="list-style-type: none"> <li>• The proposal is for multi-family residential use at a density of 26.28 dwelling units per acre.</li> </ul> </li> <li>• Therefore, this petition was found to be reasonable and in the public interest, based on information from the staff analysis and the public hearing, and because: <ul style="list-style-type: none"> <li>• The subject site is located on a major thoroughfare on the southern edge of the Cotswold Mixed Use Activity Center, a priority area to accommodate future growth in an urban, pedestrian-oriented development form. The proposal has buildings along the street frontage with parking behind, and provision for good pedestrian connections to the sidewalk/multi-use trail system; and</li> <li>• The <i>Centers, Corridors, Wedges Growth Framework</i> recommends moderate (up to 22 dwelling units per acre) to high (over 22 dwelling units per acre) density residential within Mixed Use Activity Centers. The proposed density is 26.28 units per acre; and</li> <li>• The proposed use is compatible with nearby uses on Randolph Road, both within and outside of the Activity Center; and</li> <li>• The site design provides a transition to the established neighborhood through the use of the following: <ul style="list-style-type: none"> <li>• Yards (115-foot rear yard, 50-foot side yard along northern property line, and 26-foot side yard along southern property line); and</li> <li>• Buffers (45-foot buffer with a fence along the majority of the rear property line, a 26-foot buffer with a fence along</li> </ul> </li> </ul> </li> </ul>

the southern property lines, and 15-foot buffer with a fence along the northern property line); and

- Building heights (limited to three stories and not to exceed 40 feet);

By a 5-0 vote of the Zoning Committee (motion by Wiggins seconded by Majeed).

#### ZONING COMMITTEE ACTION

The Zoning Committee voted 5-0 to recommend **APPROVAL** of this petition with the following modifications:

##### Site and Building Design

1. Amended the proposed fence location on the site plan to be along the inside edge of the buffers to reduce impacts to existing trees within the buffers.
2. Amended Note 5.d to specify that the fence will be located along the inner edge of the buffer along the western property line and amended the language to specify a 13-foot undisturbed tree save area within the buffer as indicated on the site plan and site cross-sections.
3. Amended note 5.a to specify that the inner 20 feet of the setback is a transition zone and specified elements such as patios, private open space, low walls and above ground backflow preventers, are allowed within that transition zone.
4. Amended Note 5.a to change "sidewalk" to "multi-use trail."
5. Amended Note 5.b to say "may extend up to two feet into the transition zone described in Note 5.a."
6. Amended Note 5.c to specify that the multi-use trail will be paved.
7. Amended Note 5.d related to buffers by removing the following, "the fence will not extend along the portion of the southern property boundary where the building abuts the landscape buffer."
8. Amended Note 5.g to prohibit retaining walls within the undisturbed portion of the buffers.
9. Amended Note 5.p to state "Above ground backflow preventers will be screened from public view and will be located outside of the proposed buffers and outside of required setbacks except that they may be located within the transition zone described in Note 5.a."
10. Revised Note 6.i to include "and provide pedestrian connection to the multi-use trail along Randolph Road."
11. Staff rescinded the request to amend the site plan to remove the southernmost sidewalk connection so that it is located outside of the buffer because the Ordinance allows walkways in buffers and the petitioner will provide a fence on the outer side of the sidewalk.
12. Committed to amending the site plan to clearly depict the fence locations as described in the development notes.
13. Reduced the number of proposed units from 180 (29.95 DUA) to 158 (26.28 DUA).
14. Reduced the maximum building height from three (40 feet) and four (50 feet) story buildings to all three-story buildings not to exceed 40 feet.
15. Amended Note 3.a related to access to specify that the northern driveway will be limited to a right-in/right out restricted with a "pork-chop" type median.
16. Split note 5.d in two creating note 5.d related to the western buffer and 5.e related to the southern buffer.
17. Increased the width of the western buffer from 26 feet to 45 feet along the majority of the boundary with a portion that may be reduced to 26 feet to accommodate a driveway turn around.
18. Specified in Note 5.d that the outer 13 feet of the buffer along the western property line will be an undisturbed tree save area and increased the number of additional trees to be planted from 7.5 for every 100 feet to 12 for every 100 feet.
19. Decreased the rear yard from 125 feet to 115 feet.
20. Decreased the area of the amenity courtyard from 5,000 square feet to 4,000 square feet.

21. Increased detached lighting height from 15 feet to 16 feet.

**VOTE** Motion/Second: Dodson / Wiggins  
 Yeas: Dodson, Eschert, Majeed, Sullivan, and Wiggins  
 Nays: None  
 Absent: Labovitz  
 Recused: Lathrop

**ZONING COMMITTEE DISCUSSION** Staff provided a summary of the rezoning request and the changes made since the public hearing. Staff noted that only one outstanding issue remained related to the buffer fence but the petitioner had worked with staff and committed to resolve the issue by darkening the line on the site plan to more clearly show the fence. Staff explained that the petition is not consistent with the *South District Plan* recommendation for institutional use for the R-3 (single family residential) zoned portion of the site. However, the petition is consistent with the multi-family use recommended by the plan for the R-8MF(CD) (multi-family residential, conditional) portion of the site but inconsistent with the density as amended by the previously approved plan. The *General Development Policies* support consideration of density of over 17 units per acre.

A commissioner stated they felt the project was a good fit for the property, and the development would buffer the single family homes to the rear of the site from Randolph Road. Another Commissioner stated that the petitioner had worked with the neighborhood and made changes to the site plan as a result. 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:
  - Allows the construction of up to 158 age-restricted multi-family dwelling units at a density of 26.28 units per acre.
  - Limits the maximum height of the buildings to three stories and not to exceed 40 feet. Limits the total number of buildings on the site to three.
  - Specifies that 100% of the units shall have at least one occupant who is 55 years of age or older. Commits to the community publishing and adhering to policies and procedures that demonstrate intent to operate as "55 or older" housing and compliance with HUD's requirements for age verification.
  - Specifies building materials and provides a number of building design and architectural standards.
  - Provides access through two driveways to Randolph Road. The northernmost driveway will be limited to right-in/right-out access. The access points may be gated at locations to be determined during the permitting process. Parking is located behind the proposed buildings.
  - Provides a 38-foot setback from the existing back of curb along Randolph Road where minimum required for the proposed district is 14 feet. The inner 20 feet of the setback may be utilized for private open space courtyards for ground floor units. A low decorative fence located at least two feet from the back of the sidewalk and not to exceed four feet may be used to enclose the courtyards.
  - Specifies that balconies located on second and third floors may extend up to two feet into the 38-foot setback.
  - Provides an eight-foot planting strip and 10-foot multi-use trail along the site's frontage on Randolph Road.
  - Provides the following buffer and yards along the northern property line (abutting townhomes):
    - Buffer – 15-foot "Class C" buffer with an eight-foot tall decorative opaque fence, utilizing existing trees and new trees. Buffers are not required by the Ordinance between multi-family developments.
    - Yard – 50-foot side yard, with parking and maneuvering between the building and the buffer. Minimum Ordinance standard for UR-2 (urban residential) is five-foot side yard;

- equivalent multi-family zoning would require a ten-foot side yard.
- Provides the following buffer and yards along the southern property line (abutting Randolph Oaks Ct, single family):
  - Buffer – 26-foot “Class C” buffer with an eight-foot tall decorative opaque fence extending along the buffer and utilizing existing trees and new trees at a rate of 7.5 trees for every 100 feet. Buffers are not required in the UR (urban residential) districts; equivalent multi-family zoning would require a 25.5-foot wide “Class C” buffer with a fence.
  - Yard – 26 foot side yard. Minimum Ordinance standard for UR-2 (urban residential) is five-foot side yard; equivalent multi-family zoning would require a ten-foot side yard.
- Provides the following buffer and yards along the eastern property line (abutting single family homes):
  - Buffer – 45-foot “Class C” buffer along the majority of the property line and 26-foot “Class C” buffer along a portion of the property line to accommodate parking with a turn-around with an eight-foot tall decorative opaque fence along the entire buffer, utilizing existing trees in the outer 13 feet and new trees at a rate of 12 for every 100 feet. Buffers are not required in the UR (urban residential) districts; equivalent multi-family zoning would require a 25.5-foot wide “Class C” buffer with a fence.
  - Yard – 115-foot rear yard, with parking and maneuvering between the building and the buffer. Minimum Ordinance standard for UR-2 (urban residential) is ten-foot rear yard; equivalent multi-family zoning would require a 40-foot rear yard.
- Specifies that retaining walls may be located within the proposed landscaped buffers, but outside of the undisturbed portion of the buffers.
- Specifies that accessory structures and uses such as parking areas, detached garages, dumpsters, and water quality facilities may be located within the established rear and side yards but outside of the buffers.
- Commits to an internal sidewalk network connecting the parking and buildings on the site to the multi-use trail along Randolph Road.
- Commits to a ground level amenity courtyard as usable open space for the residents with an area of at least 4,000 square feet.
- Restricts location of staging and timing of construction.
- **Public Plans and Policies**
  - The *South District Plan* (1993) shows the majority of the subject property as institutional. The plan shows the northern portion of the site as multi-family residential at eight units per acre, as amended by rezoning petition 1995-024.
  - The *General Development Policies* (GDP) provides policy guidance for evaluating proposed residential densities greater than four units per acre. The petition meets the *General Development Policies* locational criteria for consideration of over 17 dwellings per acre as illustrated in the table below.
  - The *General Development Policies* also provide for consideration of additional factors when evaluating a higher density residential proposal. In this case, the provision of age-restricted senior living is considered to be an additional benefit.

Assessment Criteria	Density Category - over 17 du/a
Meeting with Staff	1 (Yes)
Sewer and Water Availability	2 (CMUD)
Land Use Accessibility	3 (High)
Connectivity Analysis	3 (Medium)
Road Network Evaluation	1 (Yes)
Design Guidelines	4 (Yes)
Other Opportunities or Constraints	Yes – age restricted housing
<b>Minimum Points Needed: 14</b>	<b>Total Points: 14</b>

- The petition supports the *General Development Policies-Environment* by redeveloping an existing site in a developed area identified as a Mixed Use Activity Center, thereby minimizing further environmental impacts while accommodating growth.
- **TRANSPORTATION CONSIDERATIONS**
  - The primary transportation goal for this site is to improve walkability and bicycle accommodations, which is achieved by providing a 10-foot multi-use path along the property frontage. There will not be significant traffic impacts based on the expected vehicle trip generation. The trips associated with the proposed use typically do not occur during peak hours. The trip generation estimate for the existing fraternal lodge is based on very limited data.
  - **Vehicle Trip Generation:**  
Existing Uses: 200 trips per day (based on a single family home and fraternal lodge).  
Current Zoning Entitlements: 210 trips per day (based on nine townhomes and 13 single family

homes).

Proposed Zoning: 544 trips per day (based on 158 age-restricted 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 comments received.
  - **Charlotte-Mecklenburg Schools:** The proposed multi-family units are age-restricted and not projected to generate any students.
  - **Charlotte-Mecklenburg Storm Water Services:** No issues.
  - **Charlotte Water:** Charlotte Water has water system availability via the existing eight-inch water main located along Randolph Road and the two-inch water main located on Randolph Oaks Court and sewer system availability via the existing eight-inch gravity sewer mains located along Randolph Road and Randolph Oaks Court.
  - **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.
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**Attachments Online at [www.rezoning.org](http://www.rezoning.org)**

- Application
- Pre-Hearing Staff Analysis
- Locator Map
- Site Plan
- Community Meeting Report
- Department Comments
  - Charlotte Area Transit System Review
  - Charlotte Department of Neighborhood & Business Services Review
  - Charlotte-Mecklenburg Storm Water Services Review
  - Charlotte Water Review
  - Engineering and Property Management Review
  - Mecklenburg County Parks and Recreation Review
  - Transportation Review

**Planner:** John Kinley (704) 336-8311

<b>REQUEST</b>	Current Zoning: R-3 (single family residential) and R-8MF(CD) (multi-family residential, conditional) Proposed Zoning: UR-2(CD) (urban residential, conditional) with five-year vested rights
<b>LOCATION</b>	Approximately 6.01 acres located on the west side of Randolph Road between Sloane Square Way and Rutledge Avenue. (Council District 6 - Smith)
<b>SUMMARY OF PETITION</b>	This petition proposes the redevelopment of two parcels, one developed with an existing institutional use and the other a single family home, located in the Cotswold area for 180 age-restricted, multi-family units in three buildings at a density of 29.9 dwelling units per acre.
<b>PROPERTY OWNER</b>	Trustees for the Scottish Rite Bodies of Charlotte and A. Ray Mathis Revocable Living Trust U/W/A dated April 18, 2012
<b>PETITIONER AGENT/REPRESENTATIVE</b>	Greystar GP II, LLC. Jeff Brown and Keith MacVean
<b>COMMUNITY MEETING</b>	Meeting is required and has been held. Report available online. Number of people attending the Community Meeting: 74.

<b>STAFF RECOMMENDATION</b>	<p>Staff recommends approval of this petition upon resolution of outstanding issues related to site and building design and requested technical revisions.</p> <p><u>Plan Consistency</u> The proposed residential land use is inconsistent with the <i>South District Plan</i> recommendation for institutional use for the R-3 (single family residential) portion of the site. For the R-8MF (CD) (multi-family residential, conditional) portion of the site, it is consistent with the multi-family use but inconsistent with the density of 7.25 units per acre as amended by a previous rezoning petition. However, the proposed density is aligned with the <i>General Development Policies</i>, which support consideration of a density over 17 dwellings per acre.</p> <p><u>Rationale for Recommendation</u></p> <ul style="list-style-type: none"> <li>• The subject site is located on a major thoroughfare on the southern edge of the Cotswold Mixed Use Activity Center, a priority area to accommodate future growth in an urban, pedestrian-oriented development form. The proposal has buildings along the street frontage with parking behind, and provision for good pedestrian connections to the sidewalk/multi-use trail system.</li> <li>• The <i>Centers, Corridors, Wedges Growth Framework</i> recommends moderate (up to 22 dwelling units per acre) to high (over 22 dwelling units per acre) density residential within Mixed Use Activity Centers. The proposed density is 29.9 units per acre.</li> <li>• The proposed use is compatible with nearby uses on Randolph Road, both within and outside of the Activity Center.</li> <li>• The site design provides a transition to the established neighborhood through the use of the following:             <ul style="list-style-type: none"> <li>• yards (125-foot rear yard, 50-foot side yard along northern property line, and 26-foot side yard along southern property line),</li> <li>• buffers (26-foot buffer with a fence along the rear and southern property lines and 15-foot buffer along the northern property line), and</li> <li>• Building heights (50 feet maximum, four-stories facing the rear of the site and 40 feet maximum, three-stories facing the northern and southern property lines).</li> </ul> </li> </ul>
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**PLANNING STAFF REVIEW****• Proposed Request Details**

The site plan accompanying this petition contains the following provisions:

- Allows the construction of up to 180 age-restricted multi-family dwelling units at a density of 29.9 units per acre.
- Limits the maximum height of the buildings to 50 feet for the four-story portions and 40 feet for the three-story portions. Limits the total number of buildings on the site to three.
- Specifies that 100% of the units shall have at least one occupant who is 55 years of age or older. Commits to the community publishing and adhering to policies and procedures that demonstrate intent to operate as "55 or older" housing and compliance with HUD's requirements for age verification.
- Specifies building materials and provides a number of building design and architectural standards.
- Provides access through two driveways to Randolph Road. The access points may be gated at locations to be determined during the permitting process. Parking is located behind the proposed buildings.
- Provides a 38-foot setback from the existing back of curb along Randolph Road where minimum required for the proposed district is 14 feet. The inner 20 feet of the setback may be utilized for private open space courtyards for ground floor units. A low decorative fence located at least two feet from the back of the sidewalk and not to exceed four feet may be used to enclose the courtyards.
- Specifies that balconies located on second and third floors may extend up to two feet into the 38-foot setback.
- Provides an eight-foot planting strip and 10-foot multi-use trail along the site's frontage on Randolph Road.
- Provides the following buffer and yards along the northern property line (abutting townhomes):
  - Buffer – 15-foot "Class C" buffer with an eight-foot tall decorative opaque fence, utilizing existing trees and new trees. Buffers are not required by the Ordinance between multi-family developments.
  - Yard – 50-foot side yard, with parking and maneuvering between the building and the buffer. Minimum Ordinance standard for UR-2 (urban residential) is five-foot side yard, equivalent multi-family zoning would require a ten-foot side yard.
- Provides the following buffer and yards along the southern property line (abutting Randolph Oaks Ct, single family):
  - Buffer – 26-foot "Class C" buffer with an eight-foot tall decorative opaque fence extending along a portion of the buffer and utilizes existing trees and new trees. Buffers are not required in the UR (urban residential) districts, equivalent multi-family zoning would require a 25.5-foot wide "Class C" buffer with a fence.
  - Yard – 26 foot side yard. Minimum Ordinance standard for UR-2 (urban residential) is five-foot side yard, equivalent multi-family zoning would require a ten-foot side yard.
- Provides the following buffer and yards along the eastern property line (abutting single family homes):
  - Buffer – 26-foot "Class C" buffer with an eight-foot tall decorative opaque fence, utilizing existing trees and new trees. Buffers are not required in the UR (urban residential) districts, equivalent multi-family zoning would require a 25.5-foot wide "Class C" buffer with a fence.
  - Yard – 125-foot rear yard, with parking and maneuvering between the building and the buffer. Minimum Ordinance standard for UR-2 (urban residential) is ten-foot rear yard, equivalent multi-family zoning would require a 40-foot rear yard.
- Specifies that retaining walls may be located within the proposed landscaped buffers.
- Specifies that accessory structures and uses such as parking areas, detached garages, dumpsters, and water quality facilities may be located within the established rear and side yards but outside of the buffers.
- Commits to an internal sidewalk network connecting the parking and buildings on the site to the multi-use trail along Randolph Road.
- Commits to a ground level amenity courtyard as usable open space for the residents with an area of at least 5,000 square feet.
- Restricts location of staging and timing of construction.

**• Existing Zoning and Land Use**

- The majority of subject property is zoned R-3 (single family residential) but is developed with an allowed institutional/religious assembly use (Scottish Rite) built in 1979. The northern portion of the site is a parcel developed with a single family home built in 1953 that was zoned R-8MF (CD) (multi-family residential, conditional) in 1995 to allow the expansion of the abutting

- townhome development.
- Abutting the subject property to the north is a townhome development zoned R-8MF (CD) (multi-family residential, conditional). Abutting the townhome development to the north and west is an apartment development in R-17MF (multi-family residential) zoning. One block further north across Sharon Amity Road is the Cotswold shopping center, zoned CC (commercial center).
- Abutting the site to the south is a small cul-de-sac of single family homes zoned R-4 (single family residential).
- West of the site, at the rear, are single family homes in R-3 (single family residential) zoning.
- Across Randolph Road, to the east, is an assisted living facility built in 1974 in R-3 (single family residential) zoning.
- Other uses across Randolph Road are Providence Baptist Church and single family detached homes zoned R-3 (single family residential) and the Waltonwood assisted living facility zoned INST (CD) (institutional conditional).
- See "Rezoning Map" for existing zoning in the area.

**Rezoning History in Area**

Recent rezonings approved in the area include:

- Petition 2015-097 rezoned 2.25 acres, located on the west side of Randolph Road and north of Sharon Amity Road, from CC (commercial center) to CC SPA (commercial center, site plan amendment) to allow for a small addition to the Harris Teeter retail use located in the Cotswold shopping center.
- Petition 2014-118 rezoned 2.21 acres, on the east side of Randolph Road and north of Sharon Amity Road, from B-1 (neighborhood business) to MUDD-O (mixed use development, optional) for a Publix retail use.
- Petition 2012-011 rezoned 8.44 acres, on Randolph Road south of the site and south of Wonderwood Drive, from UR-2(CD) (urban residential, conditional) to INST(CD) (institutional, conditional) for an assisted living facility with 125 beds.

**Public Plans and Policies**

- The *South District Plan* (1993) shows the majority of the subject property as institutional. The plan shows the northern portion of the site as multi-family residential at eight units per acre, as amended by rezoning petition 1995-024.
- The *General Development Policies* (GDP) provides policy guidance for evaluating proposed residential densities greater than four units per acre. The petition meets the *General Development Policies* locational criteria for consideration of over 17 dwellings per acre as illustrated in the table below.
- The *General Development Policies* also provide for consideration of additional factors when evaluating a higher density residential proposal. In this case, the provision of age-restricted senior living is considered to be an additional benefit.

Assessment Criteria	Density Category - over 17 du/a
Meeting with Staff	1 (Yes)
Sewer and Water Availability	2 (CMUD)
Land Use Accessibility	3 (High)
Connectivity Analysis	3 (Medium)
Road Network Evaluation	1 (Yes)
Design Guidelines	4 (Yes)
Other Opportunities or Constraints	Yes - age restricted housing
<b>Minimum Points Needed: 14</b>	<b>Total Points: 14</b>

- The petition supports the *General Development Policies-Environment* by redeveloping an existing site in a developed area identified as a Mixed Use Activity Center, thereby minimizing further environmental impacts while accommodating growth.

**TRANSPORTATION CONSIDERATIONS**

- The primary transportation goal for this site is to improve walkability and bicycle accommodations, which is achieved by providing a 10-foot multi-use path along the property frontage. There will not be significant traffic impacts based on the expected vehicle trip generation. The trips associated with the proposed use typically do not occur during peak hours. The trip generation estimate for the existing fraternal lodge is based on very limited data.
- Vehicle Trip Generation:**  
Existing Uses: 200 trips per day (based on a single family home and fraternal lodge).  
Current Zoning Entitlements: 210 trips per day (based on nine townhomes and 13 single family homes).

Proposed Zoning: 620 trips per day (based on 180 age-restricted 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 comments received.
- **Charlotte-Mecklenburg Schools:** The proposed multi-family units are age-restricted and not projected to generate any students.
- **Charlotte-Mecklenburg Storm Water Services:** No issues.
- **Charlotte Water:** See Advisory Comments, Note 13.
- **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**

Site and Building Design

1. Amend the proposed fence location to be along the inside edge of the buffers to reduce impacts to existing trees within the buffers.
2. Amend Note 5.d to specify that the fence will be located along the inner edge of the buffer along the western property line and amend the language to specify a 13-foot undisturbed tree save area within the buffer as indicated on the site plan and site cross-sections.

**REQUESTED TECHNICAL REVISIONS**

Site and Building Design

3. Amend note 5.a to specify that the inner 20 feet of the setback is a transition zone and specify elements such as patios, private open space, low walls and above ground backflow preventers, are allowed within that transition zone.
4. Amend Note 5.a to change "sidewalk" to "multi-use trail."
5. Amend Note 5.b to say "may extend up to two feet into the transition zone described in Note 5.a."
6. Amend Note 5.c to specify that the multi-use trail will be paved.
7. Amend Note 5.d to remove the following, "the fence will not extend along the portion of the southern property boundary where the building abuts the landscape buffer."
8. Amend Note 5.f to prohibit retaining walls within the buffers.
9. Amend Note 5.o to state "Above ground backflow preventers will be screened from public view and will be located outside of the proposed buffers and outside of required setbacks except that they may be located within the transition zone described in Note 5.a."
10. Revise Note 6.i to include "and provide pedestrian connection to the multi-use trail along Randolph Road."
11. Amend the site plan to remove the southernmost sidewalk connection so that it is located outside of the buffer.
12. Amend the site plan to show the fence extending the entire length of the buffer along the southern property line.

**ADVISORY COMMENTS**

13. Charlotte Water has water system availability via the existing eight-inch water main located along Randolph Road and the two-inch water main located on Randolph Oaks Court and sewer system availability via the existing eight-inch gravity sewer mains located along Randolph Road and Randolph Oaks Court.

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**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-Mecklenburg Storm Water Services Review

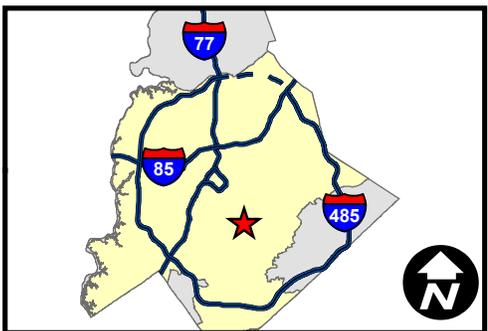
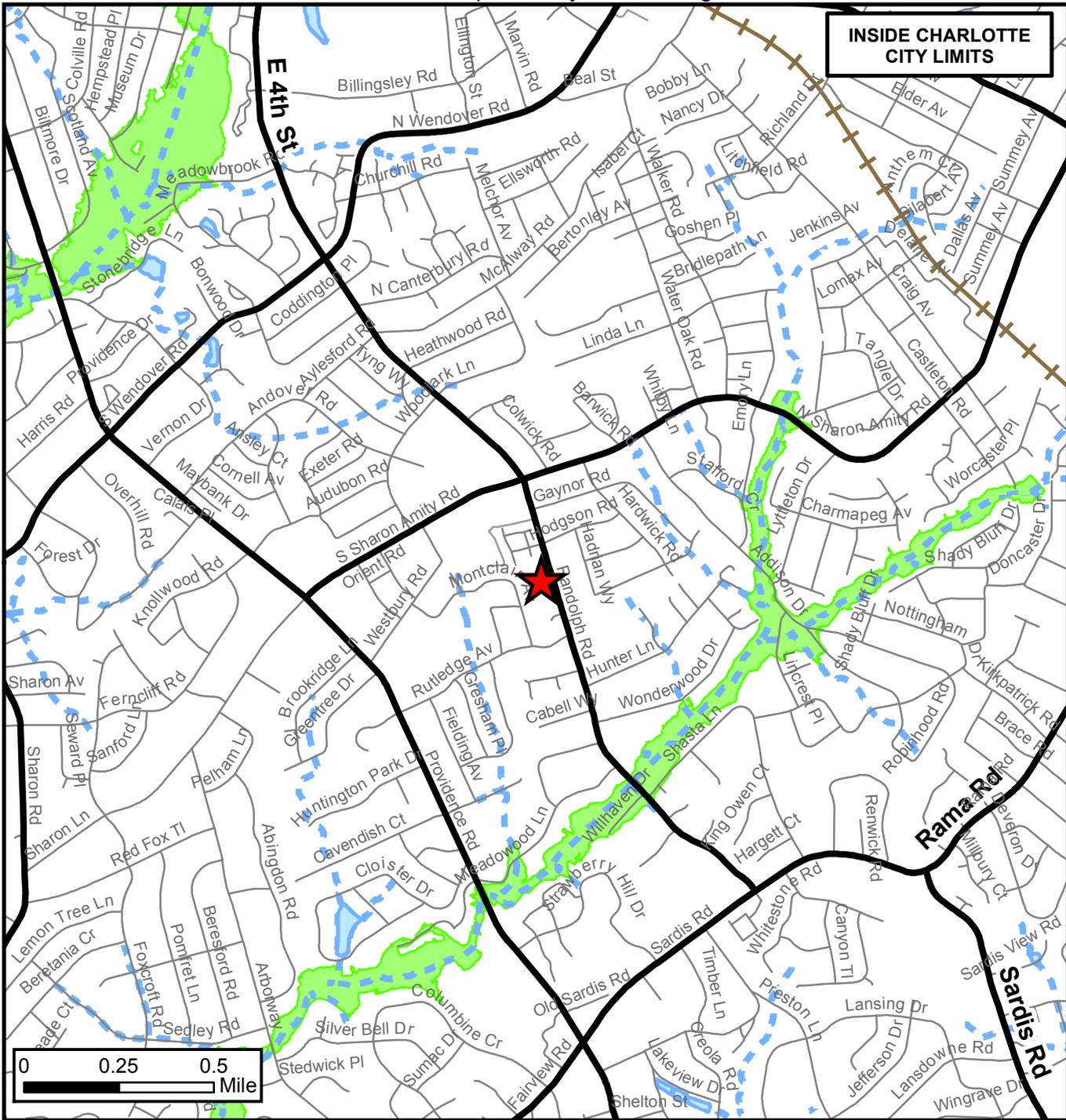
- Charlotte Water Review
- Engineering and Property Management Review
- Mecklenburg County Parks and Recreation Review
- Transportation Review

**Planner:** John Kinley (704) 336-8311

Petition #: **2016-024**

# Vicinity Map

**Acreeage & Location :** Approximately 6.01 acres located on the west side of Randolph Road between Sloane Square Way and Rutledge Avenue.



**★ Rezoning Petition: 2016-024**

- Major Roads
- Collector Roads
- Charlotte City Limits
- FEMA flood plain
- Watershed
- Lakes and Ponds
- Creeks and Streams

Petition #: **2016-024**

Petitioner: **Greystar GP II, LLC**

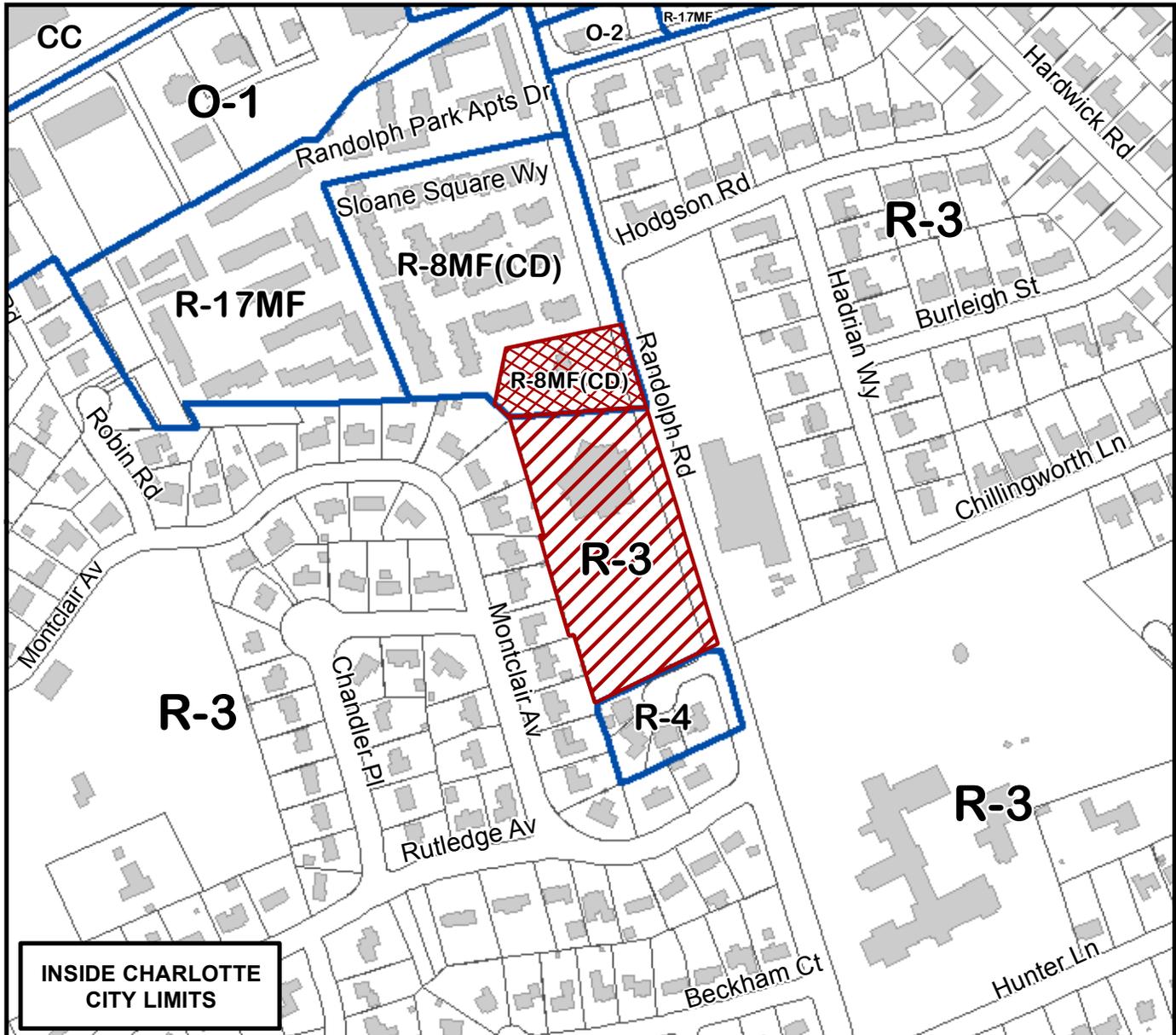
Zoning Classification (Existing): **R-3 & R-8MF(CD)**

(Single Family, Residential and Multi-Family, Residential, Conditional)

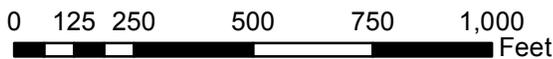
Zoning Classification (Requested): **UR-2(CD) 5-Year Vested Rights**

(Urban Residential, Conditional, Five Year Vested Rights)

Acreage & Location: Approximately 6.01 acres located on the west side of Randolph Road between Sloane Square Way and Rutledge Avenue.

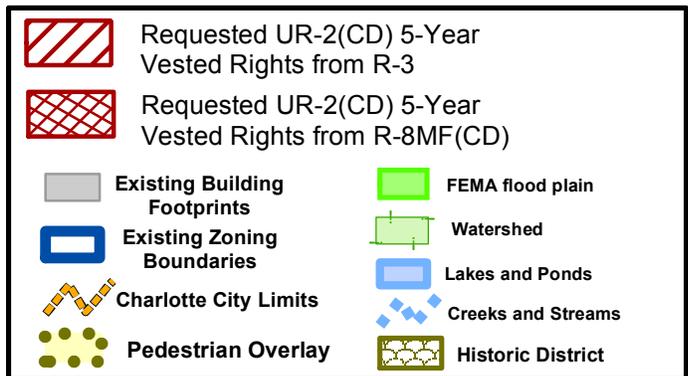


Map Produced by the Charlotte-Mecklenburg Planning Department, 12-3-2015.

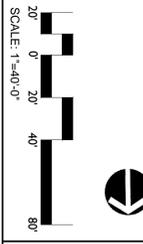
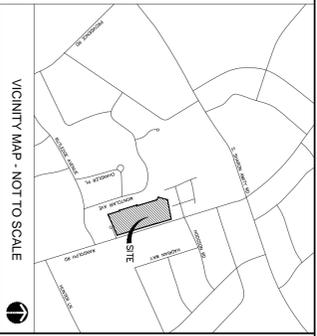
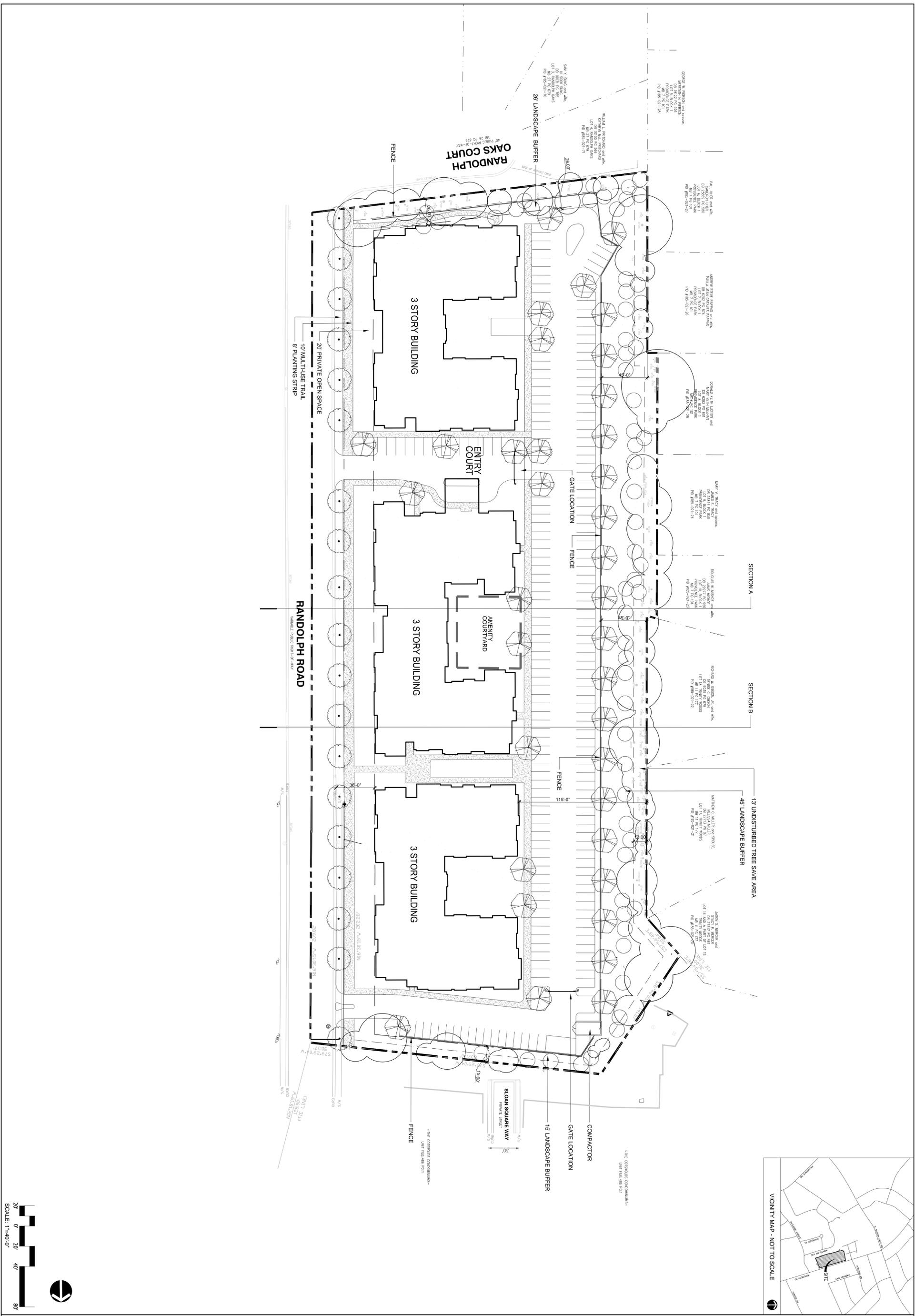


Zoning Map #(s)

**124**







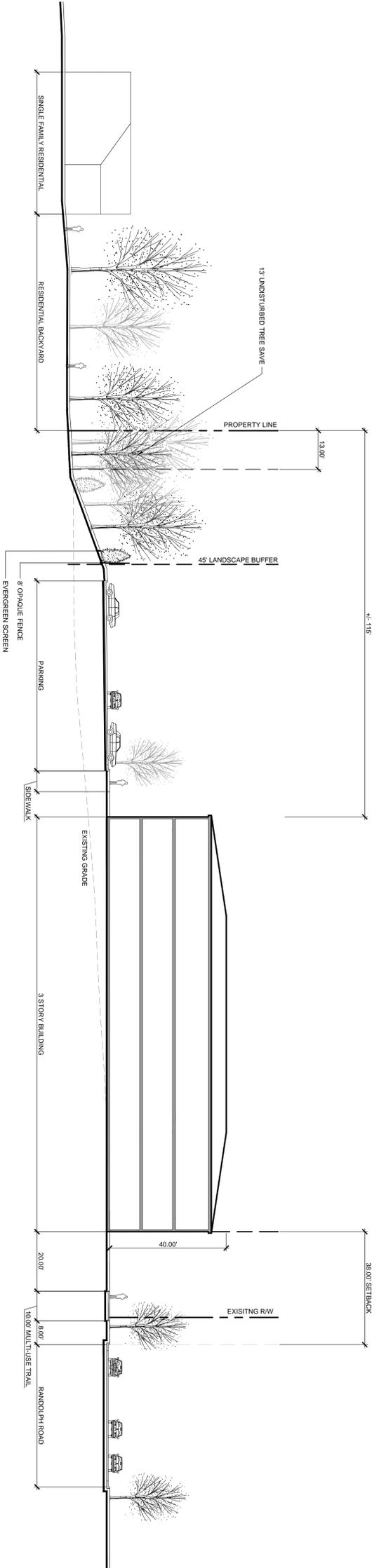
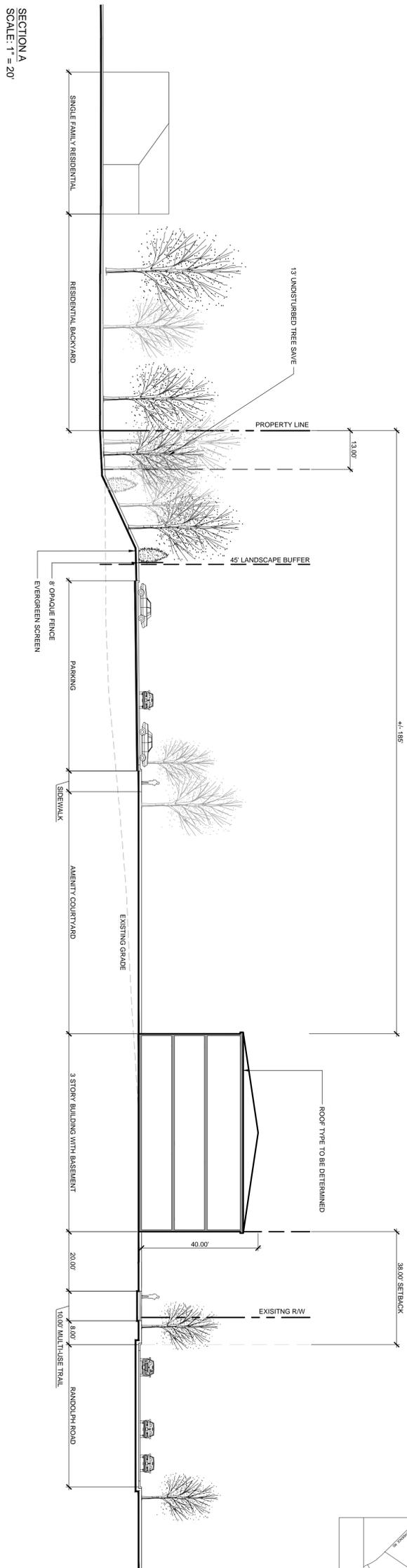
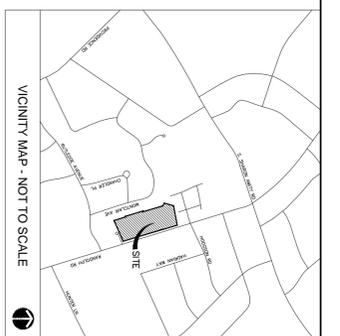
DATE: JUNE 1, 2016  
 DESIGNED BY: ND  
 DRAWN BY: DP  
 CHECKED BY: ND  
 C.C. BY:  
 SCALE: 1"=40'  
 PROJECT #: 1015346

REVISIONS:

**OVERTURE COTSWOLD**  
 REZONING PETITION # 2016-024  
 CHARLOTTE, NC  
 SCHEMATIC SITE PLAN



**LandDesign**  
 223 N Graham Street Charlotte, NC 28202  
 V: 704.333.0325 F: 704.332.3246  
 www.LandDesign.com



**NOTES:**  
Proposed grades are schematic in nature, final grades will be determined during the building permit process, and may vary from what is schematically illustrated.



DATE: JUNE 1, 2016  
DESIGNED BY: ND  
DRAWN BY: DP  
CHECKED BY: ND  
SCALE: 1"=20'  
PROJECT #: 1015346

SHEET #:  
**RZ-3**

REVISIONS:

**OVERTURE COTSWOLD**  
**REZONING PETITION # 2016-024**  
CHARLOTTE, NC  
**SITE SECTIONS**



**LandDesign**  
223 N Graham Street Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.LandDesign.com



**Agenda Date: 6/27/2016**

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**Agenda #: 7. File #: 15-3422 Type: Public Hearing Item**

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## **Public Hearing on Voluntary Annexation**

### **Action:**

- A. Hold a public hearing for the Starnes Road/Paw Creek II voluntary annexation, and**
  
- B. Adopt an ordinance with an effective date of June 27, 2016, to extend the corporate limits to include this property and assign it to the adjacent Council District 3.**

### **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 17.69 acre property located at the west end of Starnes Road immediately east of Interstate-485 in west Mecklenburg County.
- The property is owned by LGI Homes.
- The property is currently vacant and is zoned R12-MF (residential, multi-family).
- The developer of the property plans for approximately 85 for-sale residential units in a series of "four-plex" buildings.
- The property is located within Charlotte's extraterritorial jurisdiction and shares boundaries with current city limits.
- Intent of the annexation is to enable the streets within the proposed development to be designed and constructed to City of Charlotte street standards.
- 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 June 27, 2016.
- The Annexation Ordinance assigns the annexed area to adjacent City Council District 3.

### **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,

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**Agenda #: 7.File #: 15-3422 Type: Public Hearing Item**

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- 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.

**Attachment**

Map  
Annexation Ordinance



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

**STARNES ROAD/PAW CREEK II 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 June 27, 2016 after due notice by the Mecklenburg Times on June 14, 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 June 27, 2016 (effective date):

**LEGAL DESCRIPTION**

**BEGINNING** at an existing aluminum right-of-way marker on the eastern margin of Interstate Highway 485, said marker being the southwest corner of the LGI Homes - NC, LLC property as described in Deed Book 29488, Page 232 and lying on the existing Charlotte City Limits; thence with the LGI Homes - NC, LLC property and the existing Charlotte City Limits six (6) courses and distances as follows: (1) North 69-44-47 East 91.45 feet to an existing iron pipe; (2) South 81-21-20 East 504.13 feet to an existing iron pipe; (3) North 52-35-21 East 163.86 feet to an existing iron pipe; (4) North 06-35-53 East 812.79 feet to an existing iron pipe; (5) North 28-23-00 East 168.54 feet to an existing iron pipe; (6) South 80-59-35 East 190.34 feet to an existing iron pipe lying on the western property line of the Mecklenburg County property as

described in Deed Book 9733, Page 268; thence with the Mecklenburg County property, the western terminus of Starnes Road and continuing with the existing Charlotte City Limits South 03-15-59 West 194.89 feet to an existing iron pipe on the southwestern margin of Starnes Road; thence with the southwestern margin of Starnes Road and continuing with the existing Charlotte City Limits South 32-32-41 East 91.55 feet to an existing iron pipe marking the easternmost corner of the Lor Pao Lee & Ka Bliia Lee property as described in Deed Book 21920, Page 894; thence leaving the Charlotte City Limits with the Lee property three (3) courses and distances as follows: (1) North 56-21-34 West 249.26 feet to an existing iron rebar; (2) South 06-25-44 West 293.94 feet to an existing iron rebar; (3) South 84-12-33 East 162.55 feet to a point; thence with a new line through the LGI Homes - NC, LLC property as described in Deed Book 30625, Page 272 South 03-09-30 West 919.25 feet to a point in the center of a branch on the northern line of the JDSI, LLC property as described in Deed Book 29773, Page 313; thence with the JDSI, LLC property and with the center of the branch nineteen (18) courses and distances as follows: (1) North 87-58-44 West 13.01 feet to a point; (2) South 20-21-15 West 12.69 feet to a point; (3) South 00-45-53 East 28.86 feet; (4) South 30-11-26 West 16.48 feet to a point; (5) South 76-23-53 West 18.16 feet to a point; (6) North 70-15-40 West 53.63 feet to a point; (7) South 78-17-00 West 8.00 feet to a point; (8) South 55-22-08 West 8.82 feet to a point; (9) South 13-51-23 West 28.19 feet to a point; (10) South 69-49-28 West 33.13 feet to a point; (11) North 52-40-26 West 21.33 feet to a point; (12) North 76-00-47 West 27.65 feet to a point; (13) South 56-58-23 West 18.51 feet to a point; (14) South 80-29-25 West 35.45 feet to a point; (15) South 53-43-24 West 40.57 feet to a point; (16) South 34-42-23 West 22.54 feet to a point; (17) South 04-01-37 West 20.78 feet to a point; (18) South 09-29-38 West 16.77 feet to a point in the center of the branch; thence leaving the branch and continuing with the JDSI, LLC property two (2) courses and distances as follows: (1) South 03-29-18 West passing a new iron rebar at 15.00 feet a total distance of 136.03 feet to a new iron rebar; (2) South 89-27-05 West 578.01 feet to a new iron rebar lying on the eastern margin of Interstate Highway 485; thence with the eastern margin of Interstate Highway 485 three (3) courses and distances as follows: (1) North 06-08-29 East 160.00 feet to an existing aluminum right-of-way marker; (2) North 07-41-30 West 383.98 feet to an existing iron rebar; (3) North 27-19-31 West 160.57 feet to the Point or Place of **BEGINNING**; containing 17.69 acres of land.

Section 2. Upon and after June 27, 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: 3.

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 27th day of June, 2016.

APPROVED AS TO FORM:

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Charlotte City Attorney



**Agenda Date:** 6/27/2016

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**Agenda #:** 8.**File #:** 15-3465 **Type:** Public Hearing Item

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## **Public Hearing on a Resolution to Close a portion of Loma Linda Lane**

**Action:**

- A. Conduct a public hearing to close a portion of Loma Linda Lane, and**
- B. Adopt a resolution to close a portion of Loma Linda Lane.**

**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 Loma Linda Lane is located in Council District 7.

**Petitioners**

CRLDC, LLC - Mr. William E. Saint

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

The portion of Loma Linda Lane is located off of Country Lane. Country Lane intersects with both Providence Road and Kuykendall Road in south Charlotte.

**Reason**

This abandonment is consistent with the approved Providence Retreat II subdivision, which includes the removal of a segment of Loma Linda Lane in order to accommodate a new street alignment.

**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)

Mr. and Mrs. Brian Springman - No objections

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**Agenda #: 8. File #: 15-3465 Type: Public Hearing Item**

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Neighborhood/Business Association(s) - None

Private Utility Companies - No objections

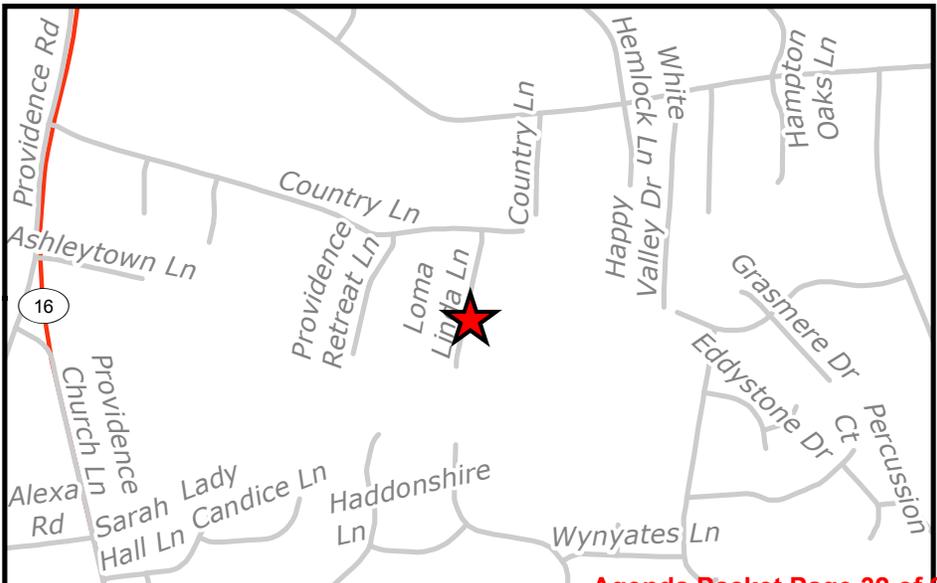
City Departments

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





**CITY OF CHARLOTTE  
DEPARTMENT OF TRANSPORTATION**

**Right-of-Way Abandonment  
Petition 2015-05**

**Right-of-Way Abandonment Area**

 Portions of Loma Linda Lane

RESOLUTION CLOSING A PORTION OF LOMA LINDA LANE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a portion of Loma Linda Lane, 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 Loma Linda Lane 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 27<sup>th</sup> day of June, 2016, and City Council determined that the closing of a portion of Loma Linda Lane 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 June 27, 2016, that the Council hereby orders the closing of a portion of Loma Linda Lane in the City of Charlotte Mecklenburg County, North Carolina as shown in the maps marked "Exhibit A", and is more particularly described by metes and bounds in the documents 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:** 6/27/2016

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**Agenda #:** 9.**File #:** 15-3475 **Type:** Public Hearing Item

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## **Public Hearing on a Resolution to Close Bonnie Circle and Forest Drive**

**Action:**

- A. Conduct a public hearing to close Bonnie Circle and Forest Drive, and**
- B. Adopt a resolution to close Bonnie Circle and Forest Drive.**

**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.
- Bonnie Circle and Forest Drive is located in Council District 2.

**Petitioners**

Ronald J. Withrow, Trustee, in conjunction with Northlake MR JV 2, LLC

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

Bonnie Circle and Forest Drive is located west of Northlake Centre Parkway, adjacent to Northlake Mall.

**Reason**

The petitioner is vested in all of the abutting property and intends to reassemble this land in order to accommodate the Woodfield Northlake Phase 2 development, a multi-family dwelling development. This abandonment is contingent upon City Council approving a pending rezoning petition (#2016-070).

**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) - All abutting property is owned by the petitioner.

Neighborhood/Business Association(s) - None

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**Agenda #: 9.File #: 15-3475 Type: Public Hearing Item**

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Private Utility Companies - No objections

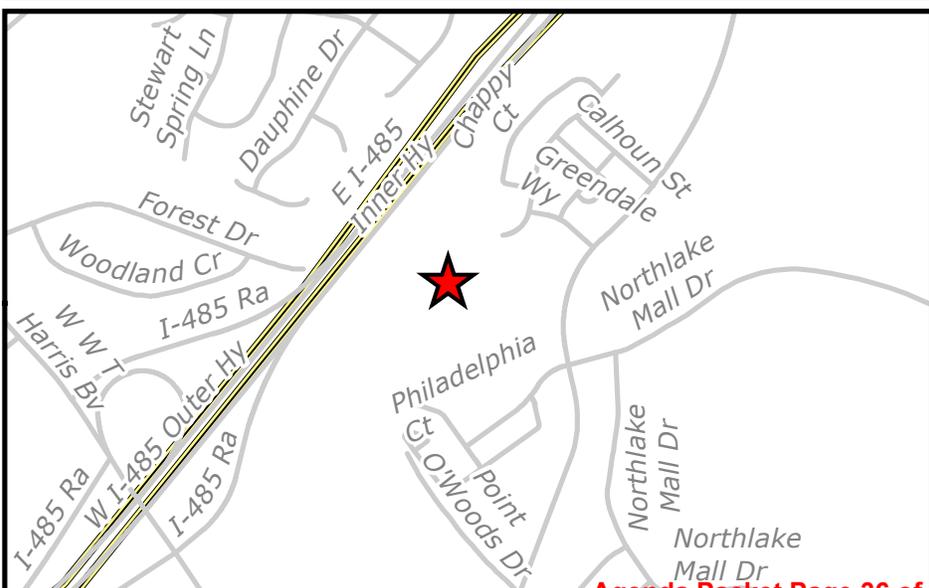
City Departments

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





**CITY OF CHARLOTTE  
DEPARTMENT OF TRANSPORTATION**

**Right-of-Way Abandonment  
Petition 2016-02**

**Right-of-Way Abandonment Area**

	Forest Drive		Bonnie Circle
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RESOLUTION CLOSING BONNIE CIRCLE AND FOREST DRIVE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close Bonnie Circle and Forest Drive, which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close Bonnie Circle and Forest Drive 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 Charlotte Water, AT&T and Duke Energy over, upon, and under the Forest Drive right-of-way for ingress, egress, and regress to access its existing facilities for the installation, maintenance, replacement, and repair of water lines, water mains, sewer lines, sewer mains, cable, conduit, and related equipment, as shown on the attached maps marked "Exhibit A-4 & A-5"; and

WHEREAS, the public hearing was held on the 27<sup>th</sup> day of June, 2016, and City Council determined that the closing of Bonnie Circle and Forest Drive 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 June 27, 2016, that the Council hereby orders the closing of a portion of Bonnie Circle and Forest Drive in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A-1 through A-5" and is more particularly described by metes and bounds in the documents marked "Exhibit B-1 and B-2, all of which are attached hereto and made a part hereof. This action shall be effective on the date that City Council of Charlotte, North Carolina approves Rezoning Petition #2016-070.

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:** 6/27/2016

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**Agenda #:** 10.**File #:** 15-3515 **Type:** Public Hearing Item

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## **Public Hearing on a Resolution to Close a Portion of Greenwood Cliff**

**Action:**

**Continue a public hearing to close a portion of Greenwood Cliff to July 25, 2016. The Pearl Park Tax Increment Grant was considered by the following:**

- **Mecklenburg County Economic Development Committee: June 8, 2016,**
- **City Council Economic Development and Global Competiveness Committee: June 9, 2016, and**
- **Mecklenburg Board of County Commissioners: June 21, 2016.**

**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 abandonment of Greenwood Cliff would allow for an extension of the existing Pearl Park Way (Pearl Park Project).
- City Council voted to continue this public hearing at its Council Business Meeting on November 23, 2015.
- There are three primary actions necessary for the Pearl Park Project to move forward:
  - Approval of a proposed Text Amendment, accomplished on February 15, 2016,
  - Decision on the Pearl Park Way Extension Tax Increment Grant (July 25, 2016), and
  - Closing of a portion of Greenwood Cliff (July 25, 2016).
- The resolution to close this portion of Greenwood Cliff contains a contingency statement that requires the construction of Pearl Park Way Extension and Berkley Place Extension to be completed within five years of this action.
- The City intends to keep Greenwood Cliff open to the public until the conditions outlined in the contingency statement are met.
- Greenwood Cliff is located in City Council District 1.

**Petitioners**

Midtown Partners II, LLC

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**Agenda #: 10.File #: 15-3515 Type: Public Hearing Item**

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

Greenwood Cliff is located northwest of Kenilworth Avenue, neighboring the Pearl Street Neighborhood Park.

**Reason**

The closing of a portion of Greenwood Cliff will occur in exchange for the construction of the new Pearl Park Way extension. This first phase of this street connection will occur between Kenilworth Avenue and the remaining portion of Greenwood Cliff. In addition, this street closing will allow a number of abutting properties to be recombined in order to accommodate a new development consisting of mixed housing, office, and commercial uses. The proposed development is consistent with the Midtown-Morehead-Cherry Area Plan.

**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)

Mr. Alan Mayfield - Notified/no response

Mr. James Keenan - Has concerns that the proposed project design will not adversely impact remaining properties.

Mr. David Earnhardt - Notified/no response

Mr. Allen James - Notified/no response

Mr. William Turner - No objections

Mr. Chester Helt - Has concerns, which he and the petitioner are working to resolve.

D&R Properties of Charlotte, LLC - Notified/no response

Amy ENT, LLC - Notified/no response

ODOM Family, LLC - Notified/no response

Nameste Properties No. 1, LLC - Notified/no response

Liberty Greenwood Cliff, LLC - Notified/no response

Neighborhood/Business Association(s)

Charlotte Regional Realtor® Association - 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 that property as outlined in the statutes; and
- Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.



**Agenda Date: 6/27/2016**

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**Agenda #: 11.File #: 15-3517 Type: Public Hearing Item**

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## **Business Investment Grant for Corning Optical Communications LLC**

**Action:**

- A. Conduct a public hearing regarding approval of an economic development Business Investment Grant for Corning Optical Communications LLC, and**
  
- B. Approve the City's share of a Business Investment Grant to Corning Optical Communications LLC for a total estimated amount of \$439,147 over five years (Total City/County grant estimated at \$1,187,450).**

**Staff Resource(s):**

Kevin Dick, Neighborhood & Business Services

**Explanation**

- Corning Inc., headquartered in New York and identified on the Fortune 500 list as number 297 in 2015, has chosen Charlotte for its new Optical Communications division headquarters. The company develops fiber optic cables, hardware, and equipment. The company also provides network services, such as design, project management, equipment rental, and training.
- The Optical Communications division is currently based in Hickory, NC, and has determined the current facility to be obsolete and no longer compatible as a division headquarters.
- On December 8, 2015, the company formally announced its decision to relocate its division headquarters to Charlotte after consideration of competitive offers from South Carolina, the City of Hickory, and Catawba County.
- The new offices will be located outside the Business Investment Zone at 3946 Mt. Holly-Huntersville Road in the Riverbend Village area (State Highway 16/Interstate-485). The proposed location will meet the City Council criteria for a 50% grant. Properties located within the Business Investment Zone are eligible for 90% grants. The Business Investment Grant zone is determined based upon poverty levels within the Census tract where the property is located.
- The land will be sold or assigned to a third party developer who will be the future owner of the property. The new 170,000-180,000 square-foot facility will be leased to Corning for 10-15 years.
- The property owner's lease to Corning will be a triple net lease and require that Corning pay all expenses of the facility, including property taxes.
- If approved, the City's share of the Business Investment Grant is estimated to be \$439,147 over five years.
- Total City/County combined grant is estimated to be \$1,187,450 over five years.
- The state of North Carolina has announced a Job Development Investment Grant in the amount of \$2 million and \$210,000 in training funds.

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**Agenda #: 11.File #: 15-3517 Type: Public Hearing Item**

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- Corning has committed to:
  - A capital investment of at least \$38 million for a new division headquarters facility.
  - The creation of at least 650 jobs over five years with an average annual wage of \$90,900 (187% of the regional average wage). Approximately 48% of the new jobs are to be hired locally.
  - The new jobs will in the areas of commercial staff, engineering services, support staff, information technology, customer care, and executive leadership.
  - The company will provide notice to the City and Mecklenburg County and then host a job fair for local applicants so that there is an opportunity for the City and Mecklenburg County to assist with notifying job seekers.

**Business Investment Grant**

- The request meets the Council-approved criteria for a five-year, 50% headquarters grant.
- On November 23, 2015, the City Council, in closed session, indicated its intent to approve a Business Investment Grant to Corning Optical Communications.
- On December 1, 2015, the Mecklenburg County Board of Commissioners, in closed session, indicated its intent to approve a Business Investment Grant to Corning Optical Communications and approved its portion of the grant in public session on June 21, 2016.
- The general terms and conditions of this grant include:
  - Actual grant payments are based on the value of the investment as appraised by the Mecklenburg County Tax Office.
  - All property taxes due from Corning Optical Communications must be paid before a grant payment is made.
  - A portion of the grant must be repaid if Corning Optical Communications moves this investment from Charlotte within five years of the end of the grant term.
    - Within One Year of the end of the BIP Term - 90% of grant payments
    - Within Two Years of the end of the BIP Term - 75% of grant payments
    - Within Three Years of the end of the BIP Term - 60% of grant payments
    - Within Four Years of the end of the BIP Term - 45% of grant payments
    - Within Five Years of the end of the BIP Term - 30% of grant payments

**Fiscal Note**

Funding: Business Investment Grant

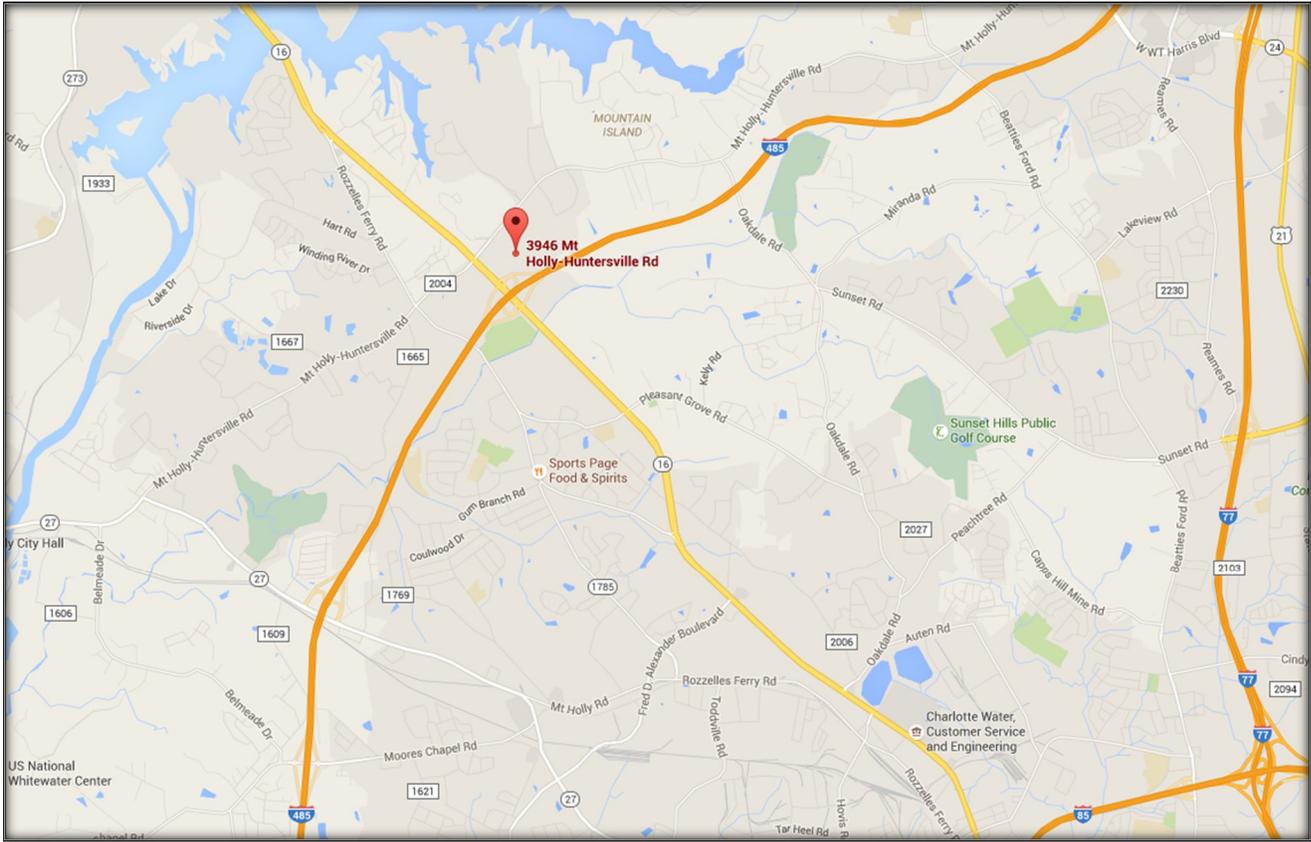
**Attachment**

Estimated Business Investment Grant Paid  
Map

	Estimated Business Investment Grant Paid	Estimated City Taxes Paid	Net Revenue to City
Year 1	\$89,768	\$179,536	\$89,768
Year 2	\$88,691	\$177,382	\$88,691
Year 3	\$87,722	\$175,444	\$87,722
Year 4	\$86,860	\$173,720	\$86,860
Year 5	\$86,106	\$172,212	\$86,106
<b>Total</b>	<b>\$439,147</b>	<b>\$878,294</b>	<b>\$439,147</b>

Location Map for Corning Optical Communications

Located in City Council District 2





# City of Charlotte

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

**Agenda Date: 6/27/2016**

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**Agenda #: 12.File #: 15-3564 Type: Policy Item**

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## **City Manager's Report**



Agenda Date: 6/27/2016

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Agenda #: 13.File #: 15-3435 Type: Policy Item

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## Airport Taxi Operating Agreements

**Action:**

**Approve the following Community Safety Committee's recommendations to:**

**A. Enact a technical amendment to the Passenger Vehicles for Hire Ordinance,**

**B. Execute contracts with the following companies for Airport taxi services for an initial term of three years:**

- City Cab LLC,
- Crown Cab Company LLC,
- Green Cab of Charlotte LLC, and
- Yellow Cab of Charlotte, and

**C. Authorize the City Manager to renew the contracts for three additional, one-year terms.**

**Committee Chair:**

Council member Julie Eiselt

**Staff Resource(s):**

Brent Cagle, Aviation

**Explanation**

Action A

- In accordance with City Code Section 22-351, the Passenger Vehicles for Hire Ordinance currently states that "Airport operating agreements shall be entered into annually..."
- The Community Safety Committee has recommended amending the Ordinance to remove the requirement to enter into agreements annually. This change allows the City to decide the appropriate term as a business decision rather than as a matter of local law.

Actions B and C

- In 2010, the City Council authorized the Airport to enter into on-demand taxi operating agreement. The current contracts will expire in July 2016.
- The purpose of the agreement was to require first-class service standards with select taxi companies, offering features such as newer vehicles and backseat credit card devices.
- The City does not pay the service providers. The service providers pay the City a per trip fee of \$1.50 for each passenger pick-up from the Airport. There is no fee for passenger drop-off to the Airport.
- Since the agreement has been in place, the Airport has recognized significant improvements in the customer service experience.
- These agreements do not prohibit customers from using other providers to schedule transportation

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**Agenda #: 13.File #: 15-3435 Type: Policy Item**

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to/from the Airport.

#### 2015 Ground Transportation Analysis

- In October 2014, the City issued Request for Proposal for Ground Transportation Consulting Services.
- The evaluation committee selected Taxi Research Partners based on its international reputation for ground transportation research projects and knowledge base.
- Taxi Research Partners performed a year-long review of the Airport's ground transportation system and provided recommendations related to taxi operations including:
  - The Airport's current system of contracting with a limited number of providers reflects best practices when benchmarked against similar airports across the country.
  - The Airport should have at least two taxi service providers.
  - At the Airport's current capacity, 170 taxi permits should be allotted to selected service providers to provide on-demand passenger pick up services.
  - The Airport should continue its current operating procedures with the above modifications.
- Taxi Research Partners confirmed the current contract structure at the Airport provides benefits to passengers, taxi companies, and the Airport itself.

#### Solicitation Process

- Based on the recommendations from Taxi Research Partners and other developments at the Airport, on March 30, 2016, the City issued a Request for Proposal (RFP) for Airport Taxi Operating Services.
- In response to the RFP, the City received 12 proposals from interested service providers.
- The Evaluation Team consisted of staff from Aviation and the Charlotte-Mecklenburg Police Department, as well as external evaluators from HMS Host (the Airport's concession provider) and the Hartsfield Jackson Atlanta International Airport, evaluated the proposals and determined that City Cab LLC, Crown Cab Company LLC, Green Cab of Charlotte LLC, and Yellow Cab of Charlotte best meet the City's needs in terms of qualifications, experience, operating plans, driver treatment, and service quality.
- Management & Financial Services facilitated the solicitation process and performed due diligence on the selected companies, including passenger vehicles for hire confirmation and reference checks.
- The contracts give the City the option to renew for three additional, one year terms.

#### **Community Safety Committee Discussion**

- On June 16, 2016, Aviation and Management & Financial Services staff presented on the recommendation for taxi companies and the proposed technical amendment to the Passenger Vehicles for Hire Ordinance.
- The Committee voted as follows:
  - Four to one to approve the proposed technical amendment (Eiselt, Austin, Fallon, Phipps voted yes; Smith voted no).
  - Four to one to approve the recommended taxi companies (Eiselt, Austin, Fallon, Phipps voted yes; Smith voted no).

#### **Fiscal Note**

Funding: Revenues generated from these agreements will be deposited into Aviation Operating Fund.

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**Agenda #:** 13.**File #:** 15-3435 **Type:** Policy Item

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**Attachment**

Passenger Vehicles for Hire Ordinance - Section 22-351 - Operating Agreements

Request that the term be set by agreement, not ordinance.

Sec. 22-351. - Operating agreements; permit required.

(a) No passenger vehicle for hire shall operate at the airport unless the passenger vehicle for hire company it is associated with has obtained a current airport passenger vehicle for hire permit for the vehicle as a result of entering into an airport operating agreement. Such airport operating agreements shall be entered into annually, shall require the payment of appropriate fees and shall obligate the passenger vehicle for hire company and permitted vehicle to adhere to certain standards of operation at the airport. The airport passenger vehicle for hire permit may be revoked or may not be renewed if there is a failure of the passenger vehicle for hire company to comply with the terms of the agreement.



**Agenda Date:** 6/27/2016

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**Agenda #:** 14.**File #:** 15-3499 **Type:** Policy Item

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## **Emergency Solutions Grant Funding Recommendations**

**Action:**

**Approve the Housing & Neighborhood Development Committee's recommendation of Emergency Solutions Grant Fund allocations totaling \$272,051, to the following agencies:**

- **Men's Shelter of Charlotte: \$142,612, and**
- **Salvation Army, Center of Hope: \$129,439.**

**Committee Chair:**

Council member LaWana Mayfield

**Staff Resource(s):**

Pamela Wideman, Neighborhood & Business Services  
Rebecca Pfeiffer, Neighborhood & Business Services

**Explanation**

- On May 9, 2016, the City Council adopted the U.S. Department of Housing and Urban Development's (HUD) Annual Action Plan (Plan).
  - The Plan identifies the need for affordable, safe, and decent housing and shelter for low- and moderate-income families.
  - The Plan governs the use of funding for federal housing programs and identifies City housing goals.
  - The Emergency Solutions Grant requested funding supports the City's goal to support facilities and programs for the homeless as outlined in the Plan.
- The ESG program contains five components: Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-Housing and the Homeless Management Information System.
- ESG funds are allocated annually by HUD and must be used to:
  - Engage homeless individuals and families living on the streets,
  - Improve the quality and operation of emergency shelters,
  - Provide essential services to shelter residents,
  - Rapidly re-house homeless individuals and families, and
  - Prevent families and individuals from becoming homeless.
- This year's ESG allocation totaled \$466,608. On May 19, 2016, the City received nine proposals for the disbursement of ESG funds for 2016. Seven proposals met the City's submission requirements and are recommended for funding. Five proposals fell under the \$100,000 threshold for City

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**Agenda #: 14. File #: 15-3499 Type: Policy Item**

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Council approval, totaling \$194,557:

- Charlotte Family Housing,
  - Community Link,
  - Friendship Community Development Corporation,
  - Safe Alliance, and
  - Supportive Housing Communities.
- The contract with the Men's Shelter of Charlotte and the Salvation Army Center of Hope exceeded the \$100,000 threshold, requiring City Council's approval.

**Housing & Neighborhood Development Committee Discussion**

- On June 1, 2016, Neighborhood & Business Services staff presented the proposed 2016 ESG recommendations to the Housing & Neighborhood Development Committee (Committee).
- The Committee voted unanimously to approve the recommendations (Mayfield, Austin, and Driggs, voting yes; Kinsey and Autry were absent.)

**Fiscal Note**

Funding: U.S. Department of Housing and Urban Development Administration

**Attachment**

Housing & Neighborhood Development PowerPoint Presentation from June 1, 2016



## **Emergency Solution Grant Allocations**

Housing & Neighborhood Development Committee

June 1, 2016



### **Emergency Solution Grant Briefing Objectives**

- Background
- Request for Proposal Process
- Proposal Evaluation Criteria
- FY2017 Emergency Solution Grant Recommendations
- Next Steps



## Emergency Solution Grant Background

- Emergency Solution Grant (ESG) funds are allocated annually by the Housing and Urban Development Department.
- Emergency Solution Grant is the only federal funding available to support emergency shelters
- On any given night an average of :
  - 400 women and children are staying at the Salvation Army, Center of Hope
  - 350 men are staying at the Men's Shelter of Charlotte



## Emergency Solution Grant Background

- Program components:
  - Street Outreach: connects unsheltered homeless individuals or families with shelter, housing, or services
  - Emergency Shelter: provides funds to operate a shelter and provide essential services (case management, education assistance, life skills, etc.)
  - Prevention: financial assistance and services to prevent an individual or family from becoming homeless



## Emergency Solution Grant Background

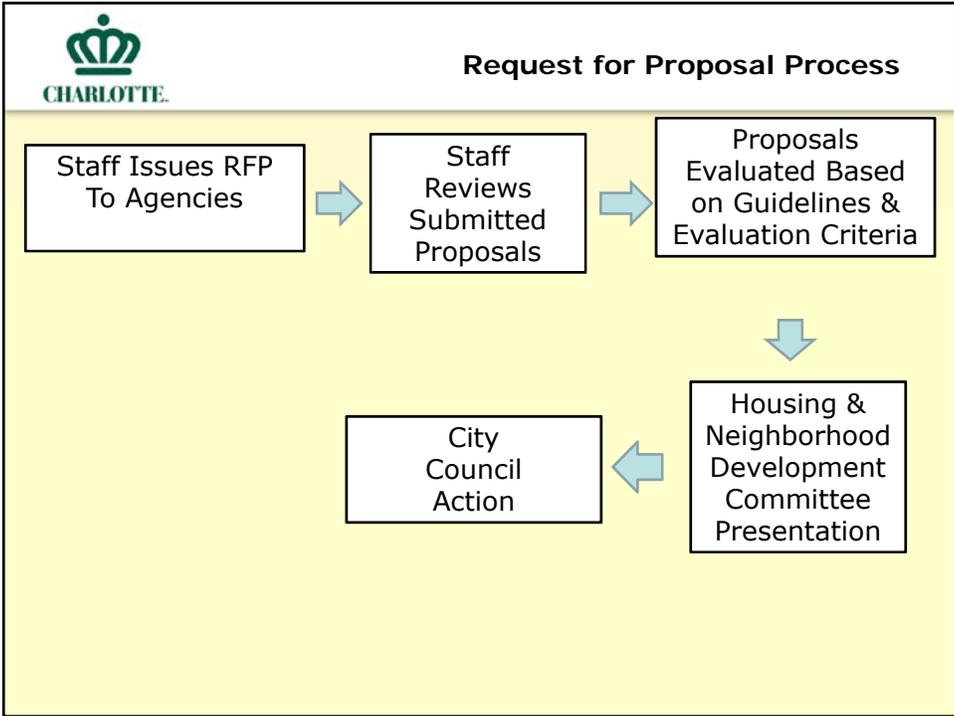
Rapid Re-Housing: financial assistance and services to assist an individual or family living in a shelter, or in a place not meant for human habitation, to move quickly in to permanent housing

Data Collection: participating in local Homeless Management Information System



## Emergency Solution Grant Funding FY2010-FY2017





- 
- Key Proposal Evaluation Criteria**
- Service Alignment
    - City Focus Areas
    - Program Objectives
    - Housing and Urban Development
  - Agency Experience
    - Impact on Community
    - Capacity
  - Financial Strength
    - Agency and Program Budget
    - Leverage of City Funds



### Emergency Solution Grant Recommendation

- Provide emergency shelter to 2,700 women and children
- Assist 15 households with Rapid Re-Housing Assistance
- Assist with data collection



**Total request \$129,439.00**

**Salvation Army,  
Center of Hope  
534 Spratt Street  
District 2**



### Emergency Solution Grant Recommendation

- Provide emergency shelter to 750 men
- Assist households with Rapid Re-Housing Assistance
- Participate in data collection



**Total Request \$142,612.00**

**Men's Shelter of  
Charlotte  
1210 North Tryon Street  
District 1**



## Emergency Solution Grant Recommendations

Organization	Funding	ESG Program Component	Target number to be served
Charlotte Family Housing	\$ 10,000	Rapid Re-Housing	36 households
Community Link	\$ 95,500	Prevention; Rapid Re-Housing	12 households with Prevention; 15 households with Rapid Re-Housing
Friendship Community Development Corporation	\$ 8,730	Emergency Shelter; Data Collection	60 households
Safe Alliance	\$ 12,512	Emergency Shelter	60 households
Supportive Housing Communities	\$ 67,815	Rapid Re-Housing	10 households
Total	\$194,557		



## Emergency Solution Grant Funding per Agency FY2013-FY2017

Agency	FY13	FY14	FY15	FY16	FY17
Charlotte Family Housing	\$ 65,304.00	\$ 62,816.00	\$ 62,816.00	\$ -	\$ 10,000.00
Community Link	\$ 57,219.00	\$ 33,475.00	\$ 32,600.00	\$ 99,987.00	\$ 95,500.00
Friendship Community Development Corporation	\$ 11,258.00	\$ 8,773.00	\$ 8,730.00	\$ 8,730.00	\$ 8,730.00
Men's Shelter of Charlotte	\$ 115,500.00	\$ 74,612.00	\$ 94,637.00	\$ 142,424.00	\$ 142,612.00
Safe Alliance (formely United Family Services)	\$ 15,000.00	\$ 12,512.00	\$ 12,512.00	\$ 12,512.00	\$ 12,512.00
Salvation Army	\$ 102,719.00	\$ 78,012.00	\$ 99,474.00	\$ 110,825.00	\$ 129,439.00
Supportive Housing Communities	\$ -	\$ -	\$ -	\$ 67,812.00	\$ 67,815.00



## Next Steps

- On June 27, 2016 City Council will consider:
  - Approval for FY2017 Emergency Solution Grant Requests



**Agenda Date:** 6/27/2016

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**Agenda #:** 15.**File #:** 15-3447 **Type:** Business Item

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## **General Obligation Bond Referendum**

### **Action:**

- A. Introduce each of three bond orders required for a General Obligation Bond Referendum, which includes \$148,440,000 of Transportation bonds, \$55,000,000 of Neighborhood Improvement bonds, and \$15,000,000 of Housing bonds, and**
  
- B. Approve a resolution setting a public hearing for July 25, 2016.**

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

Robert Campbell, Management & Financial Services

### **Explanation**

- On June 13, 2016, the City Council adopted the Fiscal Year 2017 Operating Budget and Fiscal Years 2017-2021 Community Investment Plan, which included a \$218,440,000 bond referendum in 2016.
- City Council also approved resolutions that authorized staff to proceed with the actions necessary to conduct a general obligation bond referendum.
- The current action is the second of the four required City Council actions. This action will specifically:
  - Introduce the bond orders for each of the ballot questions, and
  - Approve a resolution setting public hearings for the July 25 Council Business meeting
- In accordance with state law, the Chief Financial Officer has filed a statement of estimated interest for each ballot question. The estimates are nonbinding. The Chief Financial Officer will also file a sworn statement of debt with the City Clerk.

### **Next Steps**

- On July 25, 2016, the City Council will be asked to hold a public hearing on each of the bond orders, approve the bond orders (including the form and language of the ballot), and set a special bond referendum.
- After the election on November 8, 2016, the City Council will be asked to adopt a resolution certifying and declaring the results of the special bond referendum. This action will occur after the Mecklenburg County Board of Elections certifies the results of the vote.

### **Fiscal Note**

Funding: Municipal Debt Service Fund

### **Attachment**

Resolution Introducing Three Bond Orders

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**Agenda #:** 15.**File #:** 15-3447 **Type:** Business Item

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Resolution for Notice of Public Hearing

EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “City Council”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 27, 2016:

Members Present:

Members Absent:

\* \* \* \* \*  
\* \* \*

Councilmember \_\_\_\_\_ introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

**WHEREAS**, the City Council of the City of Charlotte, North Carolina (the “City Council”) has ascertained and hereby determines that it is necessary to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads, intersections, parking lots and pedestrian and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land and rights-of-way in land required therefor; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the public improvement purposes described above, in addition to any funds which may be made available for such purpose from any other

source, General Obligation Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be \$148,440,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Transportation Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.

Councilmember \_\_\_\_\_ introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

**WHEREAS**, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, developing, equipping and furnishing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and construction of infrastructure improvements related thereto and the acquisition of land and rights-of-way required therefor; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Housing Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the housing purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Housing Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Housing Bonds authorized by this order shall be \$15,000,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Housing Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.

Councilmember \_\_\_\_\_ introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA**

**WHEREAS**, the City Council of the City of Charlotte, North Carolina (the “*City Council*”) has ascertained and hereby determines that it is necessary to pay the capital costs of infrastructure improvements for various neighborhoods of the City, including the cost of related studies, plans and design, acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage, sidewalks, pedestrian and bicycle paths; paving, resurfacing, grading or improving streets, roads and intersections, providing public open space, landscaping and lighting, and acquiring any necessary equipment, land, interests in land and rights-of-way therefor; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Neighborhood Improvement Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Neighborhood Improvement Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Neighborhood Improvement Bonds authorized by this order shall be \$55,000,000.

Section 2. A tax sufficient to pay the principal of and interest on said General Obligation Neighborhood Improvement Bonds when due shall be annually levied and collected.

Section 3. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order shall take effect when approved by the voters of the City at a referendum scheduled for November 8, 2016.



EXTRACTS FROM MINUTES OF CITY COUNCIL

\* \* \*

A regular meeting of the City Council of the City of Charlotte, North Carolina (the “*City Council*”) was duly held in the Meeting Chamber at the Charlotte-Mecklenburg County Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, the regular place of meeting, at 7:00 p.m. on June 27, 2016:

Members Present:

Members Absent:

\* \* \* \* \*  
\* \* \*

Councilmember \_\_\_\_\_ introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING**

**WHEREAS**, bond orders entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;”

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;” and

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;”

have been introduced at a meeting of the City Council (the “*City Council*”) of the City of Charlotte, North Carolina this 27th day of June, 2016; and

**WHEREAS**, the City Council desires to provide for the holding of a public hearing thereon on July 25, 2016 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA** that the public hearing on said bond orders shall be held on the 25<sup>th</sup> day of July, 2016 at 7:00 p.m. in the Meeting Chamber, Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to cause a copy of said bond orders to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the City on or before the 19<sup>th</sup> day of July, 2016.

**BE IT FURTHER RESOLVED** that the Chief Financial Officer is hereby directed to file prior to publication of the bond orders with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the City, the assessed value of property subject to taxation by the City and the percentage that net debt of the City bears to the assessed value of property subject to taxation.

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

Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the foregoing resolution entitled: **“RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF \$148,440,000 GENERAL OBLIGATION TRANSPORTATION BONDS, AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION HOUSING BONDS AND \$55,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENTS BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING”** was adopted by the following vote:

AYES:

NAYS:

**PASSED, ADOPTED AND APPROVED** this 27th day of June, 2016.





Agenda Date: 6/27/2016

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Agenda #: 16.File #: 15-2171 Type: Business Item

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## Citywide Radios and Communication Equipment

**Action:**

**A. Approve unit price contracts for the purchase of radios and communication equipment for the term of three years to the following companies:**

- **Two Way Radio of Carolina,**
- **Motorola Solutions,**
- **Wireless Communications,**
- **Communications International, and**

**B. Authorize the City Manager to renew the contract for up to two, 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  
Jeff Stovall, Innovation & Technology

**Explanation**

- Public safety radios are the critical two-way voice communication for all public safety first responders, such as Fire, Medic, Police, and Sheriff.
- Radios also provide critical communications for City and Mecklenburg County field service employees and dispatchers. City Departments currently using radios include: Transportation, Solid Waste Services, Charlotte Water, CATS, and Aviation.
- The City's radio system relies heavily on software and imbedded firmware with which these radios must be compatible. All radio equipment and related components require interoperability with City, County, and surrounding jurisdictions' systems. Radios must be designed for high durability and reliability.
- On December 11, 2015, Management & Financial Services, on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA), issued a Request for Proposals (RFP); six responsive proposals were received in response to the RFP, and each offered different manufacturers, models and discount structures for various models of radios and peripherals.
- The Project Team, consisting of staff from Innovation & Technology, Fire, Police, Charlotte Water, and Solid Waste Services, evaluated the proposals and determined the service providers that best met the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements and other public entities that may choose to use the resulting contracts.
- Actual purchases will be determined by availability of departmental budgets and other funding sources. The quantity of radios purchased is highly varied and will be determined upon immediate need of replacement radios or for additional radios through staff expansion of departments.
- The companies will be paid the unit prices set forth in the contracts, copies of which are available upon request.

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**Agenda #: 16.File #: 15-2171 Type: Business Item**

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- The City may renew the contracts for up to two additional, one-year terms at prices to be negotiated based on market conditions.
- Estimated annual combined contract expenditures are \$4,000,000.
  - An estimated 1,052 radios are to be purchased annually at an average cost of \$3,800 per unit.
- On June 13, 2016, City Council approved a one-time purchase of Aviation radios to cover an immediate need for Airport operations. These radios were not previously covered on the Citywide contracts, but will be included going forward.

**Background**

- The CCPA is a cooperative purchasing program established by Management & Financial Services with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.
- CCPA contracts are available for the use and benefit of all entities that must comply with state purchasing laws (cities, counties, public and private schools, colleges and universities, non-profits, and all governmental entities).

**Charlotte Business INclusion**

No subcontracting goal is established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Various Departments' Operating Budgets



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Agenda #: 17.File #: 15-3500 Type: Business Item

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## Juvenile Diversion Program Grant

### Action:

- A. Authorize the City Manager to accept a grant in the amount of \$98,186 from the North Carolina Governor's Crime Commission for the Juvenile Diversion Program to fund two existing positions and expand the program to serve the Town of Matthews, and**
- B. Adopt a budget ordinance appropriating \$98,186 in grant funds from the North Carolina Governor's Crime Commission.**

### Staff Resource(s):

Vicki Foster, Police  
Anthony Hall, Police

### Explanation

- The North Carolina Governor's Crime Commission (GCC) received federal funds to be redistributed in the form of grants. The GCC awarded a grant in the amount of \$98,186 to the Juvenile Diversion Program for the funding of two existing positions (a diversion specialist and a program assistant) and for program expansion to serve the Town of Matthews.
- The Juvenile Diversion Program serves youth, 17 years and younger, who are engaging in at-risk behaviors. The goal of program is to help youth choose activities as an alternative means to arrest and entry into the criminal justice system.
- The CMPD Diversion Program began in January 2013. Since its inception, more than 2,300 youth have been referred to the program.
- In 2015, the Juvenile Diversion Program received a GCC grant to expand services to the Town of Huntersville. Since its inception, more than 60 youth have been referred to the program.

### Grant Provisions

- The GCC grant will fund one year of salaries, benefits, and operating expenses for the diversion specialist position and the program assistant position.
- The GCC grant will cover 75% of the cost of the personnel and operation expenses with a minimum of 25% local cash match requirement.
- The grant period begins October 1, 2016, and ends September 30, 2017.
- At the conclusion of the grant period, CMPD will apply for Fiscal Year 2017 GCC grant funding.
- If a Fiscal Year 2017 grant is not approved, personnel and operation expenses will be funded through reallocation of work with existing personnel within affected agencies.

### Funding

- The total cost for the two positions, office supplies, and professional counseling services is estimated to be \$130,940.
- The federal share is \$98,186.

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**Agenda #: 17.File #: 15-3500 Type: Business Item**

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- During the grant period, the local share of personnel and operating costs of \$32,728 was calculated based on pro-rata population with Charlotte-Mecklenburg Schools agreeing to fund 50% of CMPD's pro-rata share of the cost:
  - CMPD: \$14,935.50
  - Charlotte-Mecklenburg Schools: \$14,935.50
  - Huntersville: \$1,832
  - Matthews: \$1,025

**Fiscal Note**

Funding: North Carolina Governor's Crime Commission and Police Operating Budget

**Attachment**

Budget Ordinance

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE  
APPROPRIATING \$98,186 IN GRANT FUNDS FROM THE NORTH CAROLINA GOVERNOR'S CRIME COMMISSION

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

- Section 1. That the sum of \$98,186 is hereby estimated to be available from the North Carolina Governor's Crime Commission to fund two existing positions for the Juvenile Diversion Program:  
Fund: 3040320009  
Source: 1200  
Type: 12008000  
Year: 2017  
2600-30-30-0000-000000-000000-000-431001
- Section 2. That the sum of \$98,186 is hereby appropriated to:  
General Grants and LTD Project Fund: 2600  
Project: 3040320009-9010000000  
2600-30-30-3090-304032-000000-000-530500
- 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



**Agenda Date:** 6/27/2016

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**Agenda #:** 18.**File #:** 15-3502 **Type:** Business Item

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## **Victim Support Group Grant**

### **Action:**

- A. Authorize the City Manager to accept a grant in the amount of \$180,174 from the North Carolina Governor's Crime Commission to fund 1.5 positions for the Victim Support Group, and**
- B. Adopt a budget ordinance appropriating \$180,174 in grant funds from the North Carolina Governor's Crime Commission.**

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

Vicki Foster, Police  
Ricky Robbins, Police

### **Explanation**

- The North Carolina Governor's Crime Commission (GCC) received federal funds to be redistributed in the form of grants. The GCC awarded a grant in the amount of \$180,174 to the Victim Support Group, formerly the Homicide Support Group, to fund 1.5 positions. The positions will support the expansion of services to victims of vehicle crashes and similar tragedies.
- The grant requires a local in-kind match of \$47,433.60. Charlotte-Mecklenburg Police Department (CMPD) will provide the in-kind match in the form of supervisory hours from existing Victim Support Group staff and volunteers.
- The CMPD Victim Support Group was established in 2009 to support families by providing advocacy and case management services.
  - Since 2012, the program has experienced a 69% increase in families using this service.
- The 1.5 positions include a full-time victim advocate and part-time police officer. These positions will allow the Victim Support Group to address the growing need for direct secondary victim services, such as:
  - Providing case management,
  - Making referrals for counseling and other needed services,
  - Facilitating victim involvement with the criminal justice system,
  - Working with the medical examiner's office, funeral homes, and insurance companies investigating death claims,
  - Customer service 24-hours a day, seven days a week for victim compensation assistance, and
  - Sending outreach letters to clients.
- The Victim Support Group will also fund two support service agencies that will assist secondary victims of homicides, vehicle crashes, and similar tragedies: Victim Support Group will provide a

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**Agenda #: 18.File #: 15-3502 Type: Business Item**

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total of \$39,998.40 to the following agencies:

- Latin American Coalition: an immigrant's rights organization (\$14,996.80)
- Mothers of Murdered Offspring: victim's rights organization for survivors of homicide and other violent crimes (\$25,001.60).

**Grant Provisions**

- The GCC grant funds provides one year of salaries, benefits, and operating expenses for the victim advocate position and part-time police officer position.
- The GCC grant will cover 75% of the cost of the personnel and operational expenses with a minimum of 25% local cash match requirement.
- The grant period begins October 1, 2016, and ends September 30, 2017.
- At the conclusion of the grant period, CMPD will apply for Fiscal Year 2017 GCC grant funding. If a Fiscal Year 2017 grant is not approved, personnel and operation expenses will end upon exhaustion of all funds.

**Funding**

- The total cost for the positions, office supplies, and support service agencies is estimated to be \$227,607.60.
- The Federal share is \$180,174.
- During the grant period, CMPD's local in-kind match is \$47,433.60 will be provided in the form of in-kind supervisory hours from existing Victim Support Group staff and volunteers.

**Fiscal Note**

Funding: North Carolina's Governor's Crime Commission and Police Operating Budget

**Attachment**

Budget Ordinance

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE  
APPROPRIATING \$180,174 IN GRANT FUNDS FROM THE NORTH CAROLINA GOVERNOR'S CRIME COMMISSION

---

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

Section 1. That the sum of \$180,174 is hereby estimated to be available from the North Carolina Governor's Crime Commission to fund 1.5 positions for the Victim Support Group  
Fund: 3030210003  
Source: 1100  
Type: 11002700  
Year: 2017  
2600-30-30-0000-000000-000000-000-421101

Section 2. That the sum of \$180,174 is hereby appropriated to:  
General Grants and LTD Project Fund: 2600  
Project: 3030210003-9010000000  
2600-30-30-3090-303021-000000-000-530500

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



**Agenda Date:** 6/27/2016

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**Agenda #:** 19.**File #:** 15-3296 **Type:** Business Item

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## **Airport East Terminal Phase II Construction**

**Action:**

- A. Approve a contract with Messer Construction Co. in an amount of \$31,807,926.17 for construction management at risk services for the construction of East Terminal Phase II, and**
  
- B. Adopt a budget ordinance appropriating \$31,807,926.17 from the 2016 Aviation Revenue Anticipation Notes proceeds to the Airport Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- In 2009, Aviation initiated the design of the East Terminal Expansion. This expansion was planned in two phases. The first phase was an expansion to the ticketing lobby and the addition of Checkpoint E, which opened in August 2012. The second phase was planned to include a new food court and additional circulation space for customers accessing Concourse E.
- On February 3, 2014, the Aviation Department issued a Request for Qualifications (RFQ) for architectural and engineering design services. In response to the RFQ, 29 firms submitted a proposal and of those, Aviation selected 22 firms for future architectural and engineering design. DAS Architecture, Inc. was chosen for Phase II based on their past experience on East Terminal Phase I.
- During the design process of this second phase, multiple tenants requested additional support space in the terminal and the design was subsequently modified to include a third floor to accommodate requested office space.
- On September 15, 2015, Aviation issued a RFQ for Construction Manager at Risk for East Terminal Phase II; three firms submitted a proposal. Aviation selected Messer Construction Co. based on its previous experience in similar airport projects and project specific approach.
- On February 16, 2016, the City Manager approved a preconstruction agreement in the amount of \$98,333 with Messer Construction Co. for cost estimating, Charlotte Business INclusion participation development, scheduling, site logistics, and development of a proposed guaranteed maximum price contract.
- In accordance with the City's Prequalification Policy for Construction Projects and Article 8 Chapter 143 of the North Carolina General Statutes, subcontractors were prequalified and bids were advertised and received for specific portions of the work. Staff used the bids to complete the proposed guaranteed maximum price contract with Messer Construction Co.

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**Agenda #:** 19.**File #:** 15-3296 **Type:** Business Item

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**Charlotte Business INclusion**

The City has established an overall project goal of 10% MBE and 8% 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 SBE and MBE achievement until the end of the project.

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$31,807,926.17 TO THE AVIATION COMMUNITY INVESTMENT PLAN FUND FOR AIRPORT EAST TERMINAL PHASE II CONSTRUCTION MANAGER AT RISK SERVICES

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

- Section 1. That the sum of \$31,807,926.17 is available from the 2016 Aviation Revenue Anticipation Notes proceeds for a construction manager at risk contract with Messer Construction Co. for the construction of the East Terminal Phase II project.
  
- Section 2. That the sum of \$31,807,926.17 is hereby appropriated in the Aviation Community Investment Plan Fund (6072) to the following projects:

Fund	6072
Project	4020901516
Source	3500
Type	35001000
Year	2016
  
- 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:** 6/27/2016

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**Agenda #:** 20.**File #:** 15-3192 **Type:** Business Item

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## **Airport Taxiway C Rehabilitation Construction**

**Action:**

- A. Award a contract in the amount of \$8,820,403 to the lowest responsive bidder Highway Paving, Inc. for the construction of the Taxiway C Rehabilitation project, and**
  
- B. Adopt a budget ordinance appropriating \$8,820,403 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Airport's Pavement Management Program is designed to assess the condition of the airfield pavement and schedule proactive repairs to asphalt and concrete on the airfield.
- For Fiscal Year 2016, Aviation has identified Taxiway C for concrete pavement rehabilitation to extend the useful life of the surface and maintain operational capacity.
- The Taxiway C Rehabilitation project is included in the Fiscal Year 2016 Aviation Community Investment Plan. The project scope includes:
  - Rebuilding the full width of Taxiway C,
  - Replacing the concrete pavement, and
  - Adding asphalt shoulders, which enhance safety and accessibility; a taxiway centerline, edge lightning, and pavement markings.
- On March 31, 2016, Aviation advertised an Invitation to Bid for Construction Services; 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 award to the lowest responsible bidder even if only one bid is received from an interested service provider.
  - On April 28, Aviation re-advertised an Invitation to Bid; one bid was received from an interested service provider.
- Hi-Way Paving, Inc. was selected as the lowest responsive, responsible bidder.
- Aviation will seek a grant from the Federal Aviation Administration for 75% reimbursement of eligible contract costs.
- The project is anticipated to be complete by November 2016.

**Disadvantaged Business Enterprise**

Established DBE Goal: 9.00%

Committed DBE Goal: 9.00%

Hi-Way Paving met the established subcontracting goal and has committed 9.00% (\$793,782.22) of the total contract amount to the following certified firms:

- Haibach Trucking (DBE) (\$173,500) (haul concrete materials)
- Curtin Trucking and Draining Inc (DBE) (\$119,520) (underdrain installation)
- Speidel Construction Co. Inc. (DBE) (\$111,513) (airfield markings)
- G.D. Swing (DBE) (\$98,840) (security guard and flaggers)
- All Points Trucking (DBE, SBE, WBE) (\$82,345.50) (hauling aggregates)
- GC Electrical Solutions LLC (DBE) (\$78,000) (electrical material supplier)
- Bullzeye Sales (DBE) (\$51,995.72) (traffic control barricades, lights, flags, fence install)
- D M Conlon Inc dba Dan-Kel Concrete Cutting (DBE) (\$45,000) (concrete coring)
- Express Logistics (DBE, SBE, MBE) (\$21,600) (haul asphalt)
- Martin Landscaping (DBE, SBE, WBE) (\$11,475) (erosion control)

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$8,820,403 TO THE AVIATION COMMUNITY INVESTMENT PLAN FUND FOR THE TAXIWAY C REHABILITATION CONSTRUCTION PROJECT

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

- Section 1. That the sum of \$8,820,403 is available from the Aviation Discretionary Fund for a construction contract with Hi Way Paving, Inc. for the Taxiway C Rehabilitation project.
  
- Section 2. That the sum of \$8,820,403 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:

Fund	6064
Project	4020901619
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



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Agenda #: 21.File #: 15-3513 Type: Business Item

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## Solicitation Process for the Sale of City-owned Properties in Belmont Neighborhood

### Action:

**Authorize the City Manager to solicit proposals from interested developers to partner with the City to redevelop City-owned properties (tax identification numbers 081-124-10 and 081-129-02) in the Belmont neighborhood.**

### Staff Resource(s):

Todd DeLong, Neighborhood & Business Services  
Tony Korolos, Engineering & Property Management

### Explanation

- On June 23, 2014, City Council approved the purchase of approximately .84 acres (tax identification numbers 081-124-10 and 081-129-02) and demolition of the existing structures.
  - Included in the request was staff's recommendation to demolish all structures, rezone the properties for residential uses, and dispose of the properties in such a manner to further the City's housing diversity goals.
  - The approved purchase price for both parcels totaled \$295,000.
  - The properties include a former convenience store, former garage, and two residential buildings.
  - The properties were acquired by the City due to a high number of police calls related to criminal activities at these locations.
- Given the current market conditions and feedback from the Belmont community and other interested parties, instead of demolition, staff recommends an alternate, non-residential approach to redeveloping these properties.
- Consistent with the Belmont Area Revitalization Plan, adopted by City Council in 2003, staff recommends soliciting proposals from developers interested in preserving and repurposing the commercial structures into a more vibrant economic use.
- Through a solicitation process, the City can better influence the ultimate use for the properties and partner with a developer to redevelop these once blighted properties into commercial amenities for the community.
- The location of these properties (intersection of Belmont Avenue and Harrill Street) is identified in the Belmont Revitalization Area Plan and the Belmont Community Association's 2016 Community Update (completed in April 2016) as a pedestrian friendly neighborhood commercial corridor for the community.
- Anticipated uses for the existing buildings could include restaurants, retail, service and office uses.
- The solicitation process will begin in July 2016 with the sale of the properties occurring by

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**Agenda #:** 21.**File #:** 15-3513 **Type:** Business Item

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September 2016.

**Attachment**

Site Photos and Location Map

**Site Photos: Properties considered for sale for community development**



Parcel ID: 08112410 - Former convenience store



Parcel ID: 08112410 - Former duplex dwelling

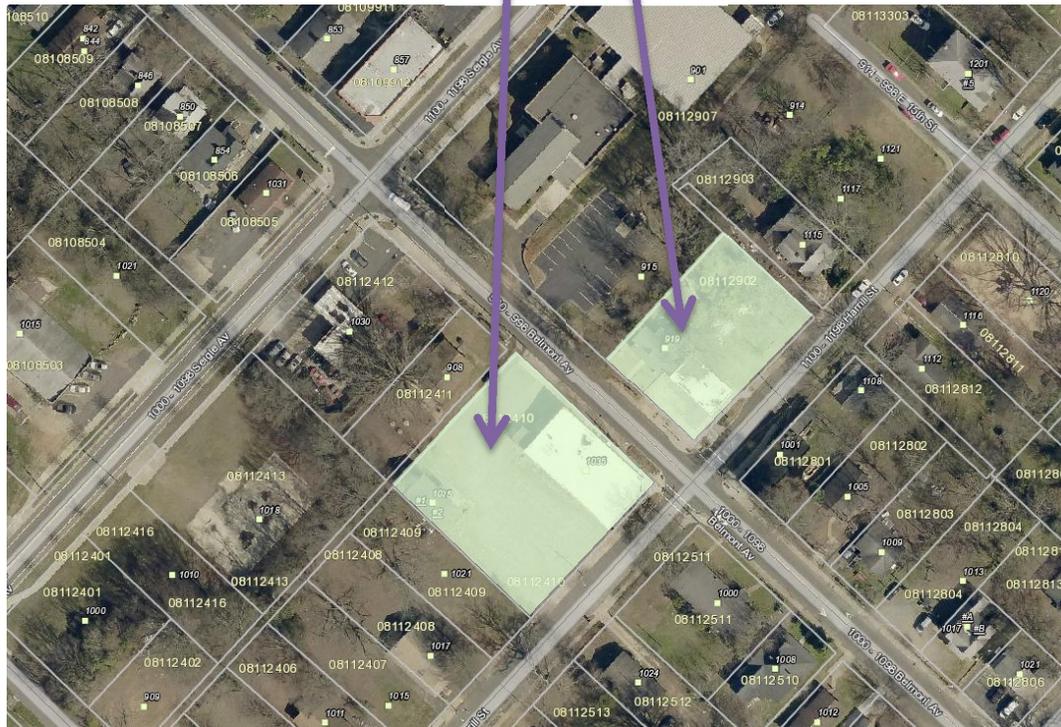
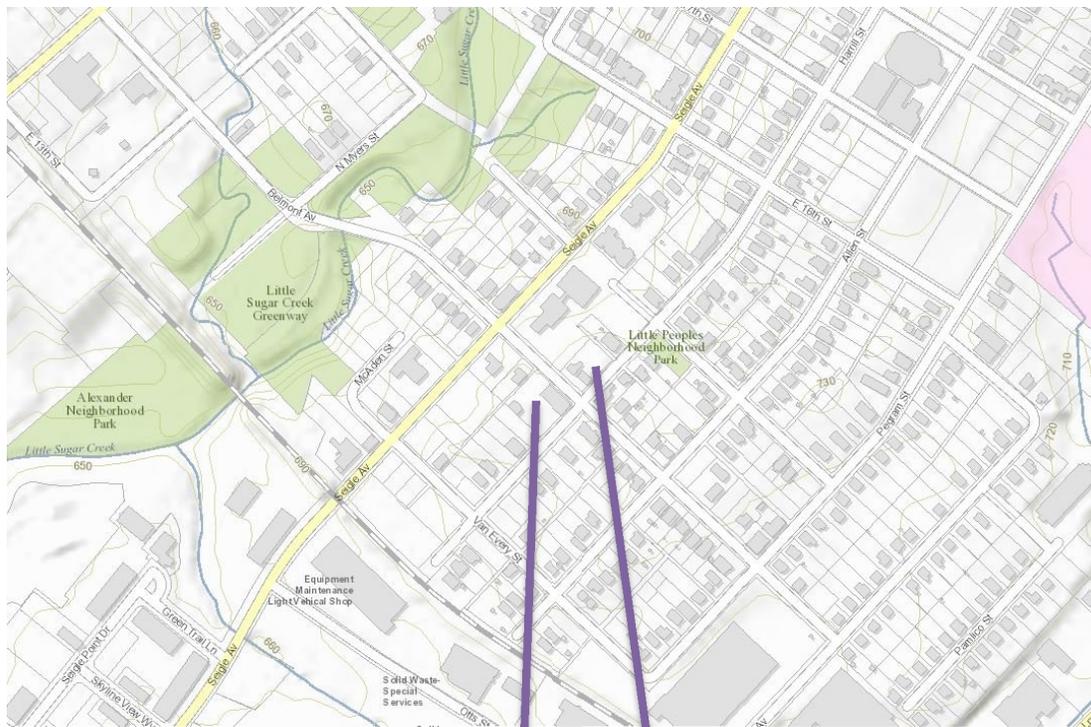


Parcel ID: 08112902 - Former garage



Parcel ID: 08112902 - Former single family dwelling

**Location Map: 1035 Harrill Street & 923 Belmont Avenue  
Located in Council District 1**





**Agenda Date:** 6/27/2016

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**Agenda #:** 22.**File #:** 15-3430 **Type:** Business Item

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## **Infrastructure Reimbursement for 17<sup>th</sup> Street and Parkwood Avenue**

**Action:**

- A. Authorize the City Manager to execute an Infrastructure Reimbursement Agreement in amount of \$125,189 with 300 Parkwood, LLC for the extension of 17<sup>th</sup> Street and improvements to Parkwood Avenue, and**
  
- B. Modify City-imposed deed restrictions on real property included in the proposed development.**

**Staff Resource(s):**

Mike Davis, Transportation

Todd DeLong, Neighborhood & Business Services

Pamela Wideman, Neighborhood & Business Services

**Explanation**

- 300 Parkwood, LLC intends to construct a 48-unit multi-family development on property located at 300 Parkwood Avenue.
- The developer has requested a reimbursement from the City in an amount of \$125,189 to assist in filling a financial gap to provide the necessary infrastructure improvements as part of their proposed development.
- Section 7.107 of the City Charter allows the City to reimburse developers for public improvements, and this action is consistent with that policy and previous infrastructure agreements.
- The proposed development includes the extension of 17<sup>th</sup> Street to Parkwood Avenue and includes 48 one-bedroom housing units ranging in size from 533 to 613 square feet per unit.
- In exchange for the infrastructure reimbursement, the developer has committed five of the 48 housing units, to serve households earning up to 80% (\$42,900) of the area median income based on household size for a 20 year period. The remaining housing units will be offered at market rate rents.
- Additionally, this action supports City Council's priority to build and preserve vibrant and diverse neighborhoods by expanding the supply of affordable and workforce housing through new construction and preservation of the existing housing stock.
- The proposed development is located in the Optimist Park Neighborhood Profile Area, just outside of the 277-loop and in close proximity to the Blue Line Extension.
- Average rents in this community are currently \$1,016 per month. The inclusion of workforce housing in this area will provide an affordable housing option for working households in close proximity to the Center City.
- The development is consistent with the approved rezoning petition 2015-091.

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**Agenda #:** 22.**File #:** 15-3430 **Type:** Business Item

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**Fiscal Note**

Funding: General Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 23.**File #:** 15-3503 **Type:** Appointment

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## **Appointment to the Domestic Violence Advisory Board**

**Action:**

**Vote on blue paper ballots and return to Clerk at Dinner Briefing.**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office

**Explanation**

- One appointment for a partial term beginning immediately and ending September 21, 2016.
  - Dawn Ashwood, nominated by Council member Kinsey.
  - Kawana Davis, nominated by Council members Austin, Autry, Eiselt and Mayfield.
  - Gurmey Fraser-Darlington, nominated by Council members Driggs and Phipps.
  - Kerry Shipman, nominated by Council member Fallon.

**Attachment**

Domestic Violence Board Applicants



City of Charlotte, NC

## DOMESTIC VIOLENCE ADVISORY BOARD (B/O)

### BOARD DETAILS



OVERVIEW

**SIZE** 12 Seats

**TERM LENGTH** 3 Year

**TERM LIMIT** 2 Terms

**Membership** - In January 2009, the Board of County Commissions approved increasing board membership by one. Background checks will be conducted on all nominees to this committee.

**Responsibilities** - The Domestic Violence Advisory Board is the official Citizen Advisory Commission on domestic violence issues. The members are appointed by and report to the Board of County Commissioners and Charlotte City Council.

Periodically review and evaluate all Charlotte and Mecklenburg County domestic violence services, and make appropriate recommendations to Charlotte City Council and the Board of County Commissioners to identify gaps, or need for additional services to meet the needs of victims of domestic violence and their children. To provide vigorous advocacy for domestic violence and its related costs to victims and the community.

The DVAB receives staff support from the Mecklenburg County Community Support Services Prevention and Intervention Services.



DETAILS

**MEMBERSHIP BREAKDOWN** 2 by Mayor; 4 by City Council; 6 by County Commission

**MEETING INFORMATION**  
Meeting Day - 2nd Monday monthly  
Meeting Time - 6:15 p.m.  
Meeting Location - Hal Marshall Services Center/700 North Tryon Street  
Time Commitment - 3 hours per month

**ENACTING RESOLUTION**

**ENACTING RESOLUTION WEBSITE**

**ADDITIONAL INFORMATION**



City of Charlotte, NC

## DOMESTIC VIOLENCE ADVISORY BOARD (B/O)

### BOARD ROSTER



**BEATRICE COTE**

**2 Term** Sep 23, 2014 - Sep 22, 2017

Email: bethere06@gmail.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**SHANTE COTTON**

**2 Term** Sep 22, 2014 - Sep 21, 2017

Email: shantecotton@gmail.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**JACQUELINE DIENEMANN**

**2 Term** Sep 22, 2013 - Sep 21, 2016

Email: jpdien@mi-connection.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Chairman  
**Category** None  
**Appointed by** City Council



**ERIK LINDAHL**

**1 Term** Jun 16, 2015 - Apr 30, 2018

Email: boards@charlottenc.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** County Commission



**SYBIL RICHARDSON**

**1 Term** May 01, 2015 - Apr 30, 2018

Email: sybil@email.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** County Commission



**LUCY ROBINSON**

**1 Term** Jun 16, 2015 - Apr 30, 2018

Email: email@email.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** County Commission



**EDDIE SANDERS**

**1 Term** Sep 22, 2015 - Sep 21, 2018

Email: eddie\_sanders@hotmail.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**JANICE SHIRLEY**

**1 Term** Jun 16, 2015 - Apr 30, 2018

Email: email1@email.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** County Commission



**ROSLYN STITT**

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member



**1 Term** May 01, 2015 - Apr 30, 2018

Email: roslyn.stitt@email.com

**Category** None  
**Appointed by** County Commission



**TINA WHITTAKER**  
**Partial Term** Aug 08, 2014 - Sep 21, 2017

Email: tw hitt80@hotmail.com

**Office** Hal Marshall Center, 700 N. Tryon Street  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**VACANCY**

**Appointed by** County Commission



**VACANCY**

**Appointed by** City Council

**Profile**

Dawn \_\_\_\_\_ A \_\_\_\_\_ Ashwood \_\_\_\_\_  
First Name Middle Initial Last Name

dawn.ashwood@lashgroup.com \_\_\_\_\_  
Email Address

7030 Fernwood Drive \_\_\_\_\_ Apt D \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28211 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (704) 963-1027 \_\_\_\_\_ Home: (980) 224-9758 \_\_\_\_\_  
Primary Phone Alternate Phone

District 6 \_\_\_\_\_  
What district do you live in?

Hispanic \_\_\_\_\_  
Ethnicity

Prefer Not to Say \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

11/18/1969 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Citizens' Transit Advisory Group, Domestic Violence Advisory Board (B/O), Mint Museum Board Of Trustees, Public Art Commission

Why are you interested in serving on these boards/ committees?

I am interested in serving on these boards/committees because I would like to in some capacity lend a helping hand in making Charlotte a city of the future...now.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

My last position prior to moving to Charlotte, I worked at the Allen Womens Resource Center as a Domestic Violence Counselor.

The Lash Group \_\_\_\_\_

Current Employer:

1.5 years

Years in current position:

Benefits Verification Specialist

Job Title:

**Brief description of duties:**

Work with providers and payors to verify the benefits of patients pertaining to Oncology medication.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**College**

Education:

If you selected 'Other' for education, please specify below.

**Additional Education History:**

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**Email**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

**Profile**

Kawana C Davis  
First Name Middle Initial Last Name

joyfulculturegal@gmail.com  
Email Address

6107 Long Pine Dr   
Street Address Suite or Apt

Charlotte NC 28227  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: 7049549314 Business: (980) 272-8965  
Primary Phone Alternate Phone

District 5  
What district do you live in?

African American  
Ethnicity

Democrat  
Political Party

Female  
Gender

Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

Sustain Charlotte-Board Member -Community organizer Charlotte LGBT Chamber of Commerce - At Large Board Member // Communications & Marketing Co-Chair

List any boards you have served on in the past:

Which Boards would you like to apply for?

Community Relations Committee (O), Domestic Violence Advisory Board (B/O)

Why are you interested in serving on these boards/ committees?

As a member of the Charlotte community I feel it is important to give back. This is a great city and I want to make it more inclusive and sustainable. Being a member of the LGBT community it is imperative that our county and city are inclusive. Last year I partnered with the HRC to prevent discrimination because of race, color, religion, national origin, sex, family status or disability; to ameliorate the effects of past discrimination, and to promote harmony among citizens of Charlotte, Mecklenburg County, and NC. Which led to our achievement of becoming the organization of the year.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

This board pairs with my current role at Republic Services and a Customer Resource Consultant and At Large Board member seat with the Charlotte LGBT Chamber of Commerce. My strong communication, community engagement and Sales experience make me a great fit.

Republic Service  
Current Employer:

2

Years in current position:

Customer Resource Center

Job Title:

**Brief description of duties:**

Recommend disposal, recycling and electronic waste solutions for New Businesses in 20+ Divisions on the East coast for Commercial and Industrial Containers.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**College**

Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

Fundamentals of Human Resources Management

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**Email**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

**Profile**

Gurmay \_\_\_\_\_ E \_\_\_\_\_ Fraser-Darlington \_\_\_\_\_  
First Name Middle Initial Last Name

effrigefraser@gmail.com \_\_\_\_\_  
Email Address

8206 Ainsworth Street \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28216 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (704) 906-1400 \_\_\_\_\_ Mobile: (704) 906-1400 \_\_\_\_\_  
Primary Phone Alternate Phone

District 2 \_\_\_\_\_  
What district do you live in?

African American \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

01/20/1959 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

N/A

List any boards you have served on in the past:

N/A

Which Boards would you like to apply for?

Domestic Violence Advisory Board (B/O)

Why are you interested in serving on these boards/ committees?

I am a domestic violence survivor as well as a Psychotherapist for over 24 years and I do believe that my experiences, education and training are necessary qualification to share with others to prevent them from being abuse or/and badly. I feel that if I help but one person who in turn helps one person who in turn helps one person then collectively we can end domestic violence.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

I am a domestic violence survivor. I was nominated Pearl 2014. I am a psychotherapist for over 24 years working with families, individuals and groups with mental health challenges and educating them on warning signs of domestic violence and precautions to take while in an abusive relationship. The Women's Commission Domestic Violence Speakers Bureau trained me and I speak at churches, businesses, colleges, university, in the community and at schools educating people about warning signs and the important steps to take to be safe. UNC Charlotte project, LoveSpeaksOut also trained me and I speak at recreation programs to teenagers to education them about the signs of teenage dating violence and steps to take to establish healthy relationships. I am certified in Child Abuse and Maltreatment and I've educated case managers, social workers, daycare staff, teachers, parents and children about signs of abuse and what to do to maintain healthy relationships. I was trained by CMC Health Care Project to intervene at the hospital to victims of domestic violence and to provide referrals to shelters and other community programs in eligible. I believe that it is important to educate and empower people to live healthy lives and to make appropriate

decisions to understand boundaries and to maintain healthy relationships.

---

**CMS**

Current Employer:

---

**less than one**

Years in current position:

---

**Teacher**

Job Title:

---

**Brief description of duties:**

CTE-Marketing Teacher CMS- Vance High School, August 2015-Present • Teaches content and skills in Marketing courses, utilizing curriculum • Instructs students in citizenship and basic subject matter specified in state law and administrative regulations and procedures of NC Public Schools • Adapts marketing material and methods to develop relevant sequential assignments and lesson plans that guide and challenge students • Develops lesson plans and supplementary materials compatible with the division's basic instructional philosophy and congruent with course standards; provides individualized and small group instruction in order to adapt the curriculum to the needs of each student and subgroups of students • Evaluates academic and social growth of students, prepares report cards, maintains appropriate records to include attendance reports, checklists, census forms, and other recordkeeping activities as necessary • Encourages students to think independently and to express original ideas • Evaluates each student's progress in meeting the course standards for marketing skills • Establishes and maintains standards of student behavior needed to provide an orderly, productive classroom environment • Identifies student needs and cooperates with other professional staff members in assessing and helping students solve learning, health and attitude problems • Communicates with parents and school counselors on student progress and needs identify • Supervises students in assigned out-of-classroom activities during the working day • Participates in faculty committees and the sponsorship of student activities • Administers testing in accordance with division testing practices Models nondiscriminatory practices in all activities

---

**Other employment history:**

Mental Health Professional/MHP Inspiration & Hope, Inc., February 2015-June 2015 • Rehabilitative Behavioral Health Services • Psychosocial Rehabilitative Services (PRS) • Behavior Modification (BMOD) • Family Support (FS) • Diagnostic Assessment (DA) • Provide daily Family Service • Family with client & Family without client Substance Abuse Intensive Outpatient Program/Psychotherapist S& H Youth & Family Services, Inc., NC-October 2013-March 2014 • Provided weekly individual and family psychotherapy • Provided individual assessment, and treatment planning to socio-culturally diverse adolescents population diagnosed with PTSD, depression, anxiety, major psychiatric disorders, attention disturbances and substance abuse • Facilitated weekly Parent Training • Collaborated with medical health and mental health professionals • Documented clients mental health services and case management Licensed Clinical Addiction Specialist/A-IIH Team Lead The Right Choice, Inc. Charlotte, NC- October 2012-March 2013 • Provided individual assessment, group psychotherapy services and treatment planning to socio-culturally diverse adolescents population diagnosed with PTSD, depression, anxiety, major psychiatric disorders, attention disturbances and substance abuse. • Led crisis intervention and emergency services; managed bereavement groups. • Supervised a team of 4 Qualified Professionals. Coordinated weekly team meeting, delegated and supervised work, and prepared weekly schedules. • Coordinated with teachers to development and implement school discipline plans that aligned with district's Safe School Plan. Monitored students' criminal, academic and behavioral performance. • Facilitated recreational and activity-based group

to promote adolescent engagement in collaborative exercises to build socially appropriate skills. Incidents of aggression decreased significantly during group activities. Licensed Clinical Addiction Specialist/A-IIH Team Lead Excel/Agape Services, Inc. Monroe, NC-December 2011-August 2012 • Directed weekly psychotherapy groups using multi-modal approaches: cognitive therapy, psycho-educational, dialectical behavioral groups and play therapy. • Completed psychosocial assessment in order to guide clients through treatment; update plans as necessary to ensure clients receive the current treatment methodologies. • Designed program standards in compliance with local, state, and federal regulations, and prepared all documentation. • Cultivated and nurtured positive, productive relationships with clients, families, service and community providers to promote effective coordination of resources. • Prepare schedules, chaired weekly team meetings. Coordinated and supervised Qualified Professionals. • Provided staff with relevant resources for student/client's individual differences and needs. • Facilitated Parent/child groups to teach appropriate strategy to interact/engage each other.

---

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

---

**If yes, please explain complete disposition:**

N/A

---

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

---

**If yes, please explain conflict:**

N/A

---

**Graduate School**

Education:

N/A

If you selected 'Other' for education, please specify below.

---

**Additional Education History:**

EDUCATION Fordham University, Bronx, NY; MSW Administration/Clinical Social Work, 9/1991 Adelphi University, Garden City, NY; Bachelor of Science: Social Welfare, 5/1990 Medgar Evers College, Brooklyn, NY; 30 Credits in Education; Special Ed. Concentration

N/A  
Spouse's Name:

N/A  
Spouse's Employer

N/A  
Spouse's Job Title

Other  
How did you find out about the Charlotte Boards and Commissions vacancies?

Karen Parker of Safe Alliance  
If you selected 'Other', please explain:

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### Board Specific Questions

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If you selected 'Other' please explain

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### Boards / Commissions Disclaimer

I certify that the information provided in this application is true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all information contained herein. I further authorize all persons having information concerning my qualifications to release information to city representatives and release such persons from all liability for any damages connected with the release of such information. I also release and discharge the City of Charlotte from any claims and damages, losses, liabilities, costs, expenses or any other charges or

complaints arising out of the City's use of any information provided pursuant to this release. I understand and agree that any misstatement will be cause for my removal from any board or committee. By submitting this application, I agree to adhere to all city policies pertaining to boards and commissions, including attendance. I understand that affixing my name in this form is deemed an electronic signature that has the effect of a written signature and will be presumed a valid signature, absent notification otherwise. I hereby acknowledge that this application and information provided herein may constitute a public record, and as such, may be released in accordance with all applicable public record laws.

Please check this box after reading the above disclosure statement:

I Agree \*

Please type your name below:

Gurmay E. Fraser-Darlington

**Profile**

Kerry \_\_\_\_\_ L \_\_\_\_\_ Shipman \_\_\_\_\_  
First Name Middle Initial Last Name

kerrylynnshipman@gmail.com \_\_\_\_\_  
Email Address

1327 Beacon Ridge RD \_\_\_\_\_ Apt 1420 \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28210 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Home: (704) 807-0172 \_\_\_\_\_ Home: \_\_\_\_\_  
Primary Phone Alternate Phone

District 6 \_\_\_\_\_  
What district do you live in?

African American \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

\_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Business Advisory Committee, Charlotte Mecklenburg Public Access Corporation, Charlotte Regional Visitors Authority (B/O), Civil Service Board (B/O), Community Relations Committee (O), Domestic Violence Advisory Board (B/O), Transit Services Advisory Committee

Why are you interested in serving on these boards/ committees?

I am interested in serving on the Community Relation Committee because of the potential to improve communication, promote harmony and prevent discrimination among citizens of Charlotte and Mecklenburg County. I am also committed to public service and the vision of the city of Charlotte to put citizens first.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

A highly qualified individual with great interpersonal skills and diversity sensitivity. A goal-oriented, highly committed, innovative, and effective leader who is passionate about efforts to create more affirmative, structured, reliable, caring, educating, and disciplined community. As a individual dedicated to public service, I have dedicated one year to Americorp VISTA service to Charlotte to assist under-resourced communities. I have experiences educating, tutoring and coaching students on the colligate level and with the Charlotte-Mecklenburg School System. I have worked to encourage citizen participation in democracy, community environment and upward mobility.

**Common Wealth Charlotte**

Current Employer:

**1**

Years in current position:

**Program Coordinator**

Job Title:

**Brief description of duties:**

Create and maintain financial coaching program to provide long-term and episodic support to under-resourced communities. Facilitate financial education seminars to increase financial knowledge and confidence within the communities. Identify client's eligibility for emergency loan services. Review, analyze and discuss client's full credit report, spending plan, and budget. Recruit and train volunteers to serve as financial coaches to individuals and families. Develop partnerships and relationship with the various community and national organizations. Evaluate program effectiveness, assess and track outputs and outcomes, regular reports, and success stories of clients.

**Other employment history:**

Mecklenburg County Judge's Office, Law Clerk/Judicial Intern – Judge Donnie Hoover, Law Office of Evia L. Jordan, Paralegal/Law Clerk, Charlotte – Mecklenburg Schools, Substitute Teacher, Wells Fargo Bank N.A., Financial Crime Specialist, North Carolina State University, Program Assistant

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Graduate School**

Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

Shaw University, Bachelor of Arts in Sociology with Criminal Justice concentration, University of Phoenix, Master of Public Administration, Charlotte School of Law (Degree not conferred)

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**City of Charlotte Website**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

Question applies to Business Advisory Committee .

**Transportation/Logistics Sector**

Which industry sector, if any, do you fall under



**Agenda Date:** 6/27/2016

---

**Agenda #:** 24. **File #:** 15-3505 **Type:** Appointment

---

## **Appointment to Keep Charlotte Beautiful**

### **Action:**

**Vote on blue paper ballots and return to Clerk at Dinner Briefing.**

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

Stephanie Kelly, City Clerk's Office

### **Explanation**

- One appointment for a term beginning immediately and ending June 30, 2017.
  - Brie Carlson, nominated by Council member Smith.
  - Jonathan Giles, nominated by Council members Autry, Driggs and Eiselt.
  - Deborah Lee, nominated by Council members Austin, Mayfield and Phipps.
  - Brian Withrow, nominated by Council members Fallon and Kinsey.

### **Attachment**

Keep Charlotte Beautiful Applicants



City of Charlotte, NC

## KEEP CHARLOTTE BEAUTIFUL

### BOARD DETAILS



OVERVIEW



**SIZE** 20 Seats



**TERM LENGTH** 3 Year



**TERM LIMIT** 2 Terms

Membership - Appointments are for three-year terms and appointees may reside anywhere in Mecklenburg County. No member may serve more than two consecutive full terms.

Responsibilities - Coordinate and participate in neighborhood community improvement projects, Adopt-A-City Street, neighborhood recognition, the Great American Cleanup, and litter prevention programs. Promote partnership between citizens, businesses, and government to ensure a clean and healthy environment. Includes hands-on project work, primarily in the Spring and Fall.



DETAILS

#### MEMBERSHIP BREAKDOWN

7 by Mayor; 13 by City Council

#### MEETING INFORMATION

Meeting Day - 1st Tuesday monthly  
Meeting Time - 11:30 a.m.  
Meeting Location - Old City Hall, 600 East Trade Street  
Time Commitment - 4 to 5 hours per month

#### ENACTING RESOLUTION

#### ENACTING RESOLUTION WEBSITE

#### ADDITIONAL INFORMATION



City of Charlotte, NC

## KEEP CHARLOTTE BEAUTIFUL

### BOARD ROSTER



#### RUSSELL ADAMS

**1 Term** Jul 01, 2014 - Jun 30, 2017

Email: russell.scott.adams@gmail.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### JOSHUA ARNOLD

**1 Term** Jul 01, 2015 - Jun 30, 2018

Email: joshua.arnold1@tw cable.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### CAMILLE CUNNINGHAM

**Partial Term** Jul 22, 2013 - Jun 30, 2016

Email: camille.chapman@gmail.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### RUSSELL FERGUSON

**1 Term** Jul 01, 2013 - Jun 30, 2016

Email: russferguson@gmail.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### TIFFANY HUGHES

**1 Term** Jul 01, 2015 - Jun 30, 2018

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### KELLEY HYLAND

**1 Term** Jul 01, 2013 - Jun 30, 2016

Email: hyland.kelley@gmail.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### CHARLES JEWETT

**1 Term** Jul 01, 2015 - Jun 30, 2018

Email: melvinjewett@yahoo.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



#### JOSHUA MIDDLETON

**1 Term** Jul 01, 2015 - Jun 30, 2018

Email: josh.middleton1@gmail.com

**Office** Old City Hall  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



#### AMANDA MITCHELL

**Position** Board Member  
**Category** None



**1 Term** Mar 21, 2016 - Mar 22, 2019  
Email: mandym6617@gmail.com

Appointed by Mayor



**DAVE PETTINE**  
**Partial Term** Jan 25, 2016 - Jun 30, 2018  
Email: dpettine2@yahoo.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**THERESA ROSA-COREY**  
**1 Term** Mar 13, 2015 - Jun 30, 2018

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**AUDREY SINGER**  
**1 Term** Jul 01, 2015 - Jun 30, 2018

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**CHRISTINA TIERCE**  
**1 Term** Jul 01, 2015 - Jun 30, 2018  
Email: christina.t.hogan@gmail.com

Position Board Member  
Category None  
Appointed by City Council



**AMY VILLEGAS-MCCLEAVE**  
**Partial Term** Apr 11, 2016 - Jun 30, 2017  
Email: amymccleave@bellsouth.net

Position Board Member  
Category None  
Appointed by City Council



**GREGORIO WELCH**  
**1 Term** Mar 21, 2016 - Mar 22, 2019  
Email: gregorio.welch@gmail.com

Position Board Member  
Category None  
Appointed by Mayor



**ANN WOOD**  
**1 Term** Jul 01, 2015 - Jun 30, 2018  
Email: adavisw@gmail.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**MICHAEL ZYTKOW**  
**Partial Term** Jan 13, 2014 - Jun 30, 2016  
Email: michael\_zytkow@yahoo.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**VACANCY**

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**VACANCY**

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**VACANCY**

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor

**Profile**

Brie \_\_\_\_\_ K \_\_\_\_\_ Carlson \_\_\_\_\_  
First Name Middle Initial Last Name

brie@starrdesignnteam.com \_\_\_\_\_  
Email Address

3431 Tinkerbell Lane \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28210 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (704) 975-6139 \_\_\_\_\_ Business: (704) 377-5200 \_\_\_\_\_  
Primary Phone Alternate Phone

District 6 \_\_\_\_\_  
What district do you live in?

Caucasian/Non-Hispanic \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

10/10/1978 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Keep Charlotte Beautiful

Why are you interested in serving on these boards/ committees?

I am interested in becoming more involved in the community as an example to my children, and this board interests me because there is tangible evidence of the work done that they can see and opportunity for them to be involved.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

My professional life is focused on creating spaces that people will enjoy using. I would like to extend that interest to the environment and the city around me.

Starr Design \_\_\_\_\_  
Current Employer:

3.5

Years in current position:

Associate Partner

Job Title:

**Brief description of duties:**

I am a licensed architect and associate partner, and our work focuses primarily on restaurant and retail design.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Graduate School**

Education:

If you selected 'Other' for education, please specify below.

**Additional Education History:**

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**Other**

How did you find out about the Charlotte Boards and Commissions vacancies?

**AIA Charlotte Email Newsletter**

If you selected 'Other', please explain.

**Board Specific Questions**

**Profile**

Jonathan \_\_\_\_\_ L \_\_\_\_\_ Giles \_\_\_\_\_  
First Name Middle Initial Last Name

jon@cbsdistributing.com \_\_\_\_\_  
Email Address

8300-301 Parkland Circle \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28227 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (336) 414-8876 \_\_\_\_\_ Mobile: (704) 840-4716 \_\_\_\_\_  
Primary Phone Alternate Phone

District 5 \_\_\_\_\_  
What district do you live in?

Caucasian/Non-Hispanic \_\_\_\_\_  
Ethnicity

Republican \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

06/13/1989 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

None

List any boards you have served on in the past:

None

Which Boards would you like to apply for?

Business Advisory Committee, Community Relations Committee (O), Keep Charlotte Beautiful, Zoning Board Of Adjustment (B/O)

Why are you interested in serving on these boards/ committees?

Interested in politics since early High School, I've always wanted to find my niche in my local community. Having done some beautification projects in Winston-Salem in the past, I have some (albeit limited) experience in being a part of city committees. I ultimately want to get involved. I have passions in maintaining a healthy, beautiful community, as well as a desire to have great businesses in the city. As a salesman (restaurants, bars, coffee shops, clubs supplies) I see constant turnover from business to business, many times ending poorly both for business and the community (see: Club 935 closing on Summit). My goal is to make sure each and every business succeeds not only financially, but in a way that favors Charlotte as a whole.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

Winston Salem beautification group from 2010-2011 Constant communication and an ear to the ground on local businesses in the hospitality industry.

CBS Distributing

Current Employer:

2 Years

Years in current position:

Senior Sales Representative

Job Title:

**Brief description of duties:**

Serving over 170 restaurants, bars, clubs, and coffee shops, I deal directly with owners or general managers on inventory upkeep. Selling glassware, tableware, juices, mixers, cleaning supplies and paper products, I split my time on the road and making calls, making sure each individual client has exactly what they need at an expediant service. Requires juggling 20+ ongoing conversations at a time.

**Other employment history:**

Lead Chef at Base Camp Bistro in Healy Alaska Sous Chef at Culina LLC in Rock Hill, SC Employee Chef and Line Cook at Dunwoody Country Club in Atlanta, GA

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

While I sell to restaurants, it is limited to local independent places. At no time would I be bias toward anything, including approving any zoning/grants to new business. If that ever became the case, I would recuse myself from any decison.

College

Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

Spouse's Name:

Spouse's Employer

Spouse's Job Title

Other

How did you find out about the Charlotte Boards and Commissions vacancies?

Listening to City Council meetings posted online

If you selected 'Other', please explain:

**Board Specific Questions**

Question applies to Business Advisory Committee .

None of the Above

Which industry sector, if any, do you fall under

**Profile**

Deborah \_\_\_\_\_ S \_\_\_\_\_ Lee \_\_\_\_\_  
First Name Middle Initial Last Name

dcshands28@yahoo.com \_\_\_\_\_  
Email Address

2435 Lucenan street \_\_\_\_\_ #319 \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28206 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

\_\_\_\_\_  
Primary Phone Alternate Phone

District 2 \_\_\_\_\_  
What district do you live in?

American Indian/Alaskan Native Aleutian \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

05/28/1958 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Community Relations Committee, Keep Charlotte Beautiful

Why are you interested in serving on these boards/ committees?

I relocated to Charlotte and was very active in the Richmond Virginia city Politics and was President of a Political organization dealing with Welfare Reform.I would like to be a part of the city in a positive way to better improve situations and have proof to that effect with my volunteerism in Richmond Virginia

Please describe any background or abilities that qualify you to serve on these boards/ committees.

Served as President to a non-profit organization named March Forth In Richmond Virginia.I volunteer with my church Holy Comforter Episcopal Church with their outreach ministry and I also am on the Urban Ministry volunteer choir.

independent insurance agent \_\_\_\_\_  
Current Employer:

4 months  
Years in current position:

insurance producer  
Job Title:

**Brief description of duties:**

sell group insurance to individuals and businesses

**Other employment history:**

former nurse graduated for the Medical College of Virginia 1982-nursing for 30 years

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

Other  
Education:

some college  
If you selected 'Other' for education, please specify below.

**Additional Education History:**

college of insurance Concord NC

Spouse's Name:

Spouse's Employer

Spouse's Job Title

Email  
How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

**Profile**

Brian \_\_\_\_\_ G \_\_\_\_\_ Withrow \_\_\_\_\_  
First Name Middle Initial Last Name

bwithrow82@gmail.com \_\_\_\_\_  
Email Address

803 Herrin Ave \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NE \_\_\_\_\_ 28205 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (704) 488-9794 \_\_\_\_\_  
Primary Phone Alternate Phone

District 1 \_\_\_\_\_  
What district do you live in?

African American \_\_\_\_\_  
Ethnicity

Prefer Not to Say \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

12/14/1982 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

N/A

List any boards you have served on in the past:

N/A

Which Boards would you like to apply for?

Charlotte International Cabinet, Keep Charlotte Beautiful

Why are you interested in serving on these boards/ committees?

I would like to serve on both boards because of the passion for inclusion and diversity within the Charlotte community and the purpose of presenting the city in the best way. These boards will allow suggestions to be made that will shape the future of Charlotte's through agriculture and cultural demographics.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

Throughout my life I have participated in international events and organizations that have allowed me to travel the world domestically and internationally. These experiences have given me perspectives on the World that are used in my every understanding of society being able to learn new languages such as French, Spanish, and Japanese and use these languages to navigate social difficulties. I also am an alumni of the NC Cooperative Extension where I have studied, learned, and applied agricultural concepts to improve a particular location. Through working with various farms, herb societies, and landscapers I've learned how to be sustainable and how it affects everyday life.

The Home Depot \_\_\_\_\_

Current Employer:

3

Years in current position:

Merchandise

Job Title:

**Brief description of duties:**

- Supervised and delegated tasks to 5-12 associates each day improving efficiency by 50%.
- Reduced costs by saving \$75,000 by increasing productivity among 5-12 associates.
- Created and developed strategies to maximize sales revenue, and eliminate inaccuracies during inventory.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Graduate School**

Education:

If you selected 'Other' for education, please specify below.

**Additional Education History:**

**Keshia Jackson Withrow**

Spouse's Name:

**Newell Rubbermaid**

Spouse's Employer

**Project Engineer**

Spouse's Job Title

**Word of Mouth**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

Question applies to Charlotte International Cabinet.



**Agenda Date:** 6/27/2016

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**Agenda #:** 25.**File #:** 15-3506 **Type:** Appointment

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## **Appointment to the Mint Museum Board of Trustees**

### **Action:**

**Vote on blue paper ballots and return to Clerk at Dinner Briefing.**

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

Stephanie Kelly, City Clerk's Office

### **Explanation**

- One appointment for a term beginning August 1, 2016, and ending July 31, 2019.
  - Dawn Ashwood, nominated by Council member Smith.
  - Ena Cook, nominated by Council member Autry.
  - Elizabeth Frere, nominated by Council members Driggs, Fallon and Kinsey.
  - Marc Jensen, nominated by Council members Austin, Eiselt, Mayfield and Phipps.

### **Attachment**

Mint Museum Board of Trustees Applicants



City of Charlotte, NC

## MINT MUSEUM BOARD OF TRUSTEES

### BOARD DETAILS



OVERVIEW



**SIZE** 2 Seats



**TERM LENGTH** 3 Year



**TERM LIMIT** 2 Terms

**Membership** - Terms are for three years. Original City appointments were made on a staggered term basis. By-laws provide that no member is to serve more than two consecutive three-year terms unless he has ceased to be a trustee for at least one year. Vacancies in the three City positions are to be filled only by the Mayor and City Council. On May 20, 2003, the Mint Museum changed their by-laws reducing the number of members appointed by City Council from two members to one member.

**Responsibilities** - To help the Mint Museum of Art to enter into a partnership with the people of the Carolinas that will enable the museum's collections and programs to serve as the centerpiece of a regional program of education and involvement in the visual arts. Through the growth of its permanent collections, the variety of its changing exhibitions and the vitality of its many educational programs, the Mint seeks to engage audiences in the visual arts and, through the arts, in the appreciation and understanding of the diverse cultures which they illustrate.



DETAILS

#### MEMBERSHIP BREAKDOWN

1 by Mayor; 1 by City Council (21 by Mint Museum)

#### MEETING INFORMATION

Meeting Day - 5 times per year/dates vary  
Meeting Time - 4:00 p.m.  
Meeting Location - Mint Museum, 500 South Tryon Street  
Time Commitment - 4 hours bi-monthly

#### ENACTING RESOLUTION

#### ENACTING RESOLUTION WEBSITE

#### ADDITIONAL INFORMATION

Kathleen Jameson is Executive Officer at the Mint--704/337-2000  
Lindy Champion Key is the new contact for the Board of Trustees.



City of Charlotte, NC

## MINT MUSEUM BOARD OF TRUSTEES

### BOARD ROSTER



**KARL NEWLIN**

**1 Term** Aug 25, 2015 - Jul 31, 2018  
Email: karl.newlin@gmail.com

**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**VACANCY**

**Appointed by** City Council

**Profile**

Dawn \_\_\_\_\_ A \_\_\_\_\_ Ashwood \_\_\_\_\_  
First Name Middle Initial Last Name

dawn.ashwood@lashgroup.com \_\_\_\_\_  
Email Address

7030 Fernwood Drive \_\_\_\_\_ Apt D \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28211 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (704) 963-1027 \_\_\_\_\_ Home: (980) 224-9758 \_\_\_\_\_  
Primary Phone Alternate Phone

District 6 \_\_\_\_\_  
What district do you live in?

Hispanic \_\_\_\_\_  
Ethnicity

Prefer Not to Say \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

11/18/1969 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Citizens' Transit Advisory Group, Domestic Violence Advisory Board (B/O), Mint Museum Board Of Trustees, Public Art Commission

Why are you interested in serving on these boards/ committees?

I am interested in serving on these boards/committees because I would like to in some capacity lend a helping hand in making Charlotte a city of the future...now.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

My last position prior to moving to Charlotte, I worked at the Allen Womens Resource Center as a Domestic Violence Counselor.

The Lash Group \_\_\_\_\_

Current Employer:

1.5 years

Years in current position:

Benefits Verification Specialist

Job Title:

**Brief description of duties:**

Work with providers and payors to verify the benefits of patients pertaining to Oncology medication.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**College**

Education:

If you selected 'Other' for education, please specify below.

**Additional Education History:**

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**Email**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

**Profile**

Ena \_\_\_\_\_ N \_\_\_\_\_ Cooke \_\_\_\_\_  
First Name Middle Initial Last Name

enc4157@gmail.com \_\_\_\_\_  
Email Address

3720 maggie laney drive \_\_\_\_\_  
Street Address Suite or Apt

charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28216 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Home: (704) 900-2855 \_\_\_\_\_ Mobile: (704) 921-1348 \_\_\_\_\_  
Primary Phone Alternate Phone

Mecklenburg County Towns \_\_\_\_\_  
What district do you live in?

African American \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

05/06/1958 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

none

List any boards you have served on in the past:

none

Which Boards would you like to apply for?

Citizens' Transit Advisory Group, Domestic Violence Advisory Board (B/O), Firemen's Relief Board Of Trustees (O), Mint Museum Board Of Trustees, Public Art Commission

Why are you interested in serving on these boards/ committees?

I want to serve our community to make Charlotte great place to live.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

unemployed \_\_\_\_\_

Current Employer:

Years in current position:

Job Title:

**Brief description of duties:**

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

Education:

If you selected 'Other' for education, please specify below.

**Additional Education History:**

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**City of Charlotte Website**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

**Profile**

Elizabeth \_\_\_\_\_ G \_\_\_\_\_ Frere \_\_\_\_\_  
First Name Middle Initial Last Name

egfrere@gmail.com \_\_\_\_\_  
Email Address

1313 Westover St \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28205 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

Mobile: (252) 341-2345 \_\_\_\_\_  
Primary Phone Alternate Phone

District 1 \_\_\_\_\_  
What district do you live in?

Ethnicity \_\_\_\_\_

Political Party \_\_\_\_\_

Female \_\_\_\_\_  
Gender

\_\_\_\_\_   
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Bechtler Arts Foundation Board, Bicycle Advisory Committee, Business Advisory Committee, Charlotte Area Fund Board Of Directors (O), Citizens' Transit Advisory Group, Development Review Board, Mint Museum Board Of Trustees, Planning Commission (O), Public Art Commission, Storm Water Advisory Committee, Transit Services Advisory Committee, Zoning Board Of Adjustment (B/O)

Why are you interested in serving on these boards/ committees?

I want to be involved in CharMeck's civil engagement opportunities and believe that my educational and professional background can be an asset to many of the boards, commissions, and committees.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

I am a Landscape Architect and hold a Master's degree in Urban Design. As a resident of one of Charlotte's most vibrant inner suburbs, I have a personal investment to better Charlotte and surrounding areas. Having spent 7 years working at UNC Charlotte, I've been exposed to various types of issues involving the city, county, and state agencies.

University of North Carolina at  
Charlotte

Current Employer:

7

Years in current position:

Facilities Management-Design  
Services, Project Manager

Job Title:

**Brief description of duties:**

Design campus site improvements, provide guidance about development to campus stakeholders, and provide professional services typically involved in all phases of development including: programming and site analysis, schematic design, design development, construction documentation, and construction management.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Graduate School**

Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

Master of Urban Design, UNC Charlotte (completed 2012) Bachelor of Landscape Architecture, North Carolina State University (completed 2007)

Spouse's Name:

Spouse's Employer

Spouse's Job Title

**City of Charlotte Website**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

**Board Specific Questions**

Question applies to Business Advisory Committee .

Which industry sector, if any, do you fall under

**Profile**

Marc \_\_\_\_\_ A \_\_\_\_\_ Jensen \_\_\_\_\_  
First Name Middle Initial Last Name

marcj@carolina.rr.com \_\_\_\_\_  
Email Address

4517 Saxonbury Way \_\_\_\_\_  
Street Address Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28269 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

Yes  No

If your home address differs from your mailing address, please provide your home address in the field below:

\_\_\_\_\_  
Primary Phone Alternate Phone

District 4 \_\_\_\_\_  
What district do you live in?

Caucasian/Non-Hispanic \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

02/25/1950 \_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Citizens Review Board (B/O), Mint Museum Board Of Trustees

Why are you interested in serving on these boards/ committees?

Citizen's Review Board: I believe we need to maintain and present an unbiased disciplinary attitude when it comes to resolving issues between our citizens and our police force. While we cannot fail to support our officers, we must also maintain an open mind with our citizens' concerns. Mint Museum: Art broadens the horizons of Charlotte's citizens, while presenting an image of our community to those who visit Charlotte. I believe we have some of the finest museums in the country. Our exhibits must continue to evolve to appeal to our citizens.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

Citizens Review Board: I have little background regarding the Review Board but have been exposed to much of the complicated decisions our police officers are face with on a continual basis through the Citizens Academy. Mint Museum: I have been a student of art and have a great interest in art.

Retired, Byron Originals Inc, Ida  
Grove, Iowa

Current Employer:

30 years employment with last employer prior to retirement  
Years in current position:

Marketing Manager  
Job Title:

**Brief description of duties:**  
Distribution network, pricing, advertising, public relations, export sales management

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**  
 Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**  
 Yes  No

**If yes, please explain conflict:**

College  
Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

Karla Jensen  
Spouse's Name:

Chesterbrook Academy  
Spouse's Employer:

Teacher  
Spouse's Job Title:

**Other**  
How did you find out about the Charlotte Boards and Commissions vacancies?  
Citizens Academy, we were notified of our initial qualification for the Citizens Review Board.  
If you selected 'Other', please explain:

**Board Specific Questions**

Question applies to Citizens Review Board (B/O).

**Yes**  
Have you graduated from Citizen's Academy?



# City of Charlotte

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

**Agenda Date:** 6/27/2016

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**Agenda #:** 26. **File #:** 15-3565 **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: 6/27/2016

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Agenda #: 27.File #: 15-3495 Type: Consent Item

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## Law Enforcement Information Exchange System Implementation

### Action:

- A. Approve contract amendment #2 with Northrop Grumman in the estimated amount of \$574,000, for additional implementation services of the Navy Criminal Investigative Services, Law Enforcement Information Exchange Carolinas system to support additional agencies,**
- B. Authorize the City Manager to approve price adjustments and further amend the contract consistent with the City's business needs and the purpose for which the contract was awarded,**
- C. Authorize the City Manager to extend the contract as deemed reasonable and appropriate by the City Manager for as long as the federal grant is in effect, and**
- D. Authorize the City Manager to purchase maintenance and support of the system for as long as the City uses the system.**

### Staff Resource(s):

Katrina Graue, Police  
Crystal Cody, Police

### Explanation

- In September 2007, the Charlotte-Mecklenburg Police Department (CMPD) was awarded a \$3,800,000 grant from the U.S. Department of Justice Community Oriented Policing Services (COPS) Office to provide data sharing capabilities with other police agencies throughout an 11-county region. The grant ends August 21, 2016.
- Grant funds support activities for information sharing and link analysis to prevent, detect, and address criminal activity and criminal enterprises. Information sharing is a critical component in addressing the regional nature of crime.
- On June 23, 2014, City Council approved a contract with Northrop Grumman in the estimated amount of \$1,080,000 for the implementation of the Law Enforcement Information Exchange (LInX) system for CMPD and other agencies in the region.
  - The LInX system is on track to become the statewide data sharing platform for law enforcement agencies and will cover 91% of North Carolina's population with the addition of the agencies that are to be added pursuant to this contract amendment. The system supersedes a legacy system called COPLINK.
  - Over the past 17 months, Northrop Grumman has added approximately 125 agencies and currently hosts 199 North Carolina agencies (including the agencies converted under this contract).
- Under the current contract, Northrop Grumman has converted a total of 55 agencies in the region to the LInX Carolinas system.

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**Agenda #: 27.File #: 15-3495 Type: Consent Item**

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- CMPD identified cost savings in the COPS grant and desires to use the savings to extend data sharing capabilities to additional agencies in North Carolina.
- Contract amendment #1 in the estimated amount of \$574,000 will allow approximately 60 additional agencies to become a part of the LInX Carolinas system.
- Currently, CMPD is working on a request for a no-cost extension to the existing grant period of 18 additional months to complete the implementation for the additional agencies.
- CMPD anticipates the Navy Criminal Investigative Services will provide maintenance and support for LInX system through 2018. At that time, the City will be required to negotiate a long-term agreement in order to continue to receive ongoing maintenance and support.

**Fiscal Note**

Funding: U.S. Department of Justice 2007 COPS Grant for system implementation services, and Police Operating Budget for maintenance and support services.



**Agenda Date:** 6/27/2016

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**Agenda #:** 28.**File #:** 15-3417 **Type:** Consent Item

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## **Animal Care and Control Interlocal Agreements**

### **Action:**

**Adopt a resolution approving Interlocal Agreements Mecklenburg County towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville to provide animal care and control-related services, as well as collect fees for sheltering animals, for a term of one year with an automatic renewal of four additional years.**

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

Sherie Pearsall, Police  
Karl Bannerman, Police

### **Explanation**

- The City has interlocal agreements with six Mecklenburg County incorporated towns (Cornelius, Davidson, Huntersville, Matthews, Mint Hills, and Pineville) for the Charlotte-Mecklenburg Police Department Animal Care & Control Division (AC&C) to provide animal-related services.
  - Over the past 10 years, City Council has approved two agreements for animal-related services with Mecklenburg County towns. The agreements have been an initial term of one year with an automatic renewal of four additional years.
  - AC&C provides services based on the individual agreements with and the specific needs of each jurisdiction.
  - Current services covered in the agreements include: ordinance enforcement, sheltering, animal licensing, calls for service, dispatch, billing reconciliation, and administration services related for animal bite reports.
  - The last agreements were executed in June of 2011 and will expire on June 30, 2016.
- With the exception of Mint Hill, all of the towns require pre-authorization from its police department prior to AC&C responding to a call for service.
  - Mint Hill is a full-service town and allows AC&C to respond directly to all calls for animal-related services.
- In Fiscal Year 2016, the City's cost is \$140.20 per call for service. Currently, the six interlocal agreements do not pay the City for animal sheltering services.
- When AC&C impounds, seizes, and shelters animals, the towns are not charged impound or sheltering fees to cover the costs of intake and housing of the animals:
  - The City only recoups the cost if the animal is redeemed by the owner or placed up for adoption.
  - As a result, the City takes on extended boarding periods for impounded animals on behalf of the towns during criminal investigations, detainment awaiting court adjudication, and for

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**Agenda #: 28.File #: 15-3417 Type: Consent Item**

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mandatory quarantines.

- For Fiscal Year 2017, CMPD recommends the following modifications to the interlocal agreements:
  - Adjust calls for service cost to \$153 from \$140.20. This adjustment is based on a cost analysis for an AC&C staff to respond to each call for service.
  - Towns pay the City for the services they receive on a monthly basis.
  - With the exception of Mint Hill, all towns pay the City for animals impounded and seized for investigations, detainment awaiting court adjudication, and mandatory quarantines.
- Also for Fiscal Year 2018, CMPD recommends that the towns, with the exception of Mint Hill, pay the City for the costs of impounding and sheltering animals until the animals become the property of the City.
- Fees would not be charged to the towns in instances when the animal's owner pays the impound and sheltering costs.

**Fiscal Note**

Funding: All fees received will be deposited in the City's General Fund.

**Attachment**

Animal Care and Control Interlocal Agreements  
Chart of Anticipated Cost of Additional Service for Towns  
Resolution

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF CORNELIUS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Board of Commissioners of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
  
9. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
  
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_(SEAL)  
City Manager

ATTEST:

TOWN OF CORNELIUS

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_(SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

# ATTACHMENT III

## Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Cornelius Animal Control Ordinance. However, the Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal’s seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal “hold” period) to be entered on the animal’s kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control’s sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control’s computer system, the Town shall be solely responsible for entering the animal’s kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Cornelius Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.
4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Cornelius Police Department.

5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that the Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
  
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF DAVIDSON, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Board of Commissioners of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care

& Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
9. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF DAVIDSON

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

# ATTACHMENT III

## Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Mecklenburg County Animal Control Ordinance, as adopted by the Town by resolution.
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Davidson Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.
4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the 911 operator of the Charlotte-Mecklenburg Police Department for referral to the Davidson Police Department.

5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
  
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF HUNTERSVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
  
9. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
  
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:	CITY OF CHARLOTTE
_____	By: _____(SEAL)
City Clerk	City Manager

ATTEST:	TOWN OF HUNTERSVILLE
_____	By: _____(SEAL)
Town Clerk	Town Manager

Approved as to Form:

\_\_\_\_\_

Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Huntersville Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
  
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal’s seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal “hold” period) to be entered on the animal’s kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control’s sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control’s computer system, the Town shall be solely responsible for entering the animal’s kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Huntersville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.
  
4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Huntersville Police Department.

5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
  
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF MATTHEWS, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Council of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term:** The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 5, “Termination of Agreement,” herein.
2. **Services:** The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation:** The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
  
9. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
  
10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:	CITY OF CHARLOTTE
_____	By: _____ (SEAL)
City Clerk	City Manager

ATTEST:	TOWN OF MATTHEWS
_____	By: _____ (SEAL)
Town Clerk	Town Manager

Approved as to Form:

\_\_\_\_\_

Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Matthews Animal Control Ordinance. However, the Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.
  
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal’s seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal “hold” period) to be entered on the animal’s kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control’s sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control’s computer system, the Town shall be solely responsible for entering the animal’s kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Matthews Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up. All requests for service from the Town animal control officer during his/her vacation, sick leave, etc., shall be in writing or transmitted via electronic mail.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Matthews Police Department.
5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
6. Bite Incidents/Reports: The Town shall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF MINT HILL, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Board of Commissioners of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 6, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 6, "Termination of Agreement," herein.

4. Citations: Animal Care & Control will issue citations for ordinance violations that occur in the Town. The money for payment of citations will be sent directly to the City. The City will keep separate records of money received for the citations issued within the Town. Such money shall belong to the City.
5. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
6. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
7. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall

send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

9. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
10. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
11. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (SEAL)  
City Manager

ATTEST:

TOWN OF MINT HILL

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_ (SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, Animal Care & Control shall enforce the Mecklenburg County Animal Control Ordinance, as adopted by the Town by resolution.
2. Sheltering: Animal Care & Control shall provide all animal sheltering services to the Town.
3. Licensing: Animal Care & Control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.
4. Requests/Calls for Service: Animal Care & Control shall respond to all calls for service originating within the Town.
5. Dispatch: Animal Care & Control shall receive and dispatch all calls for service originating within the Town.
6. Calls for Service Reports: Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents within the Town involving animal bites.

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2016, by and between the TOWN OF PINEVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

**WHEREAS**, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board of the Town each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to reduce the terms of this Agreement to writing:

**NOW, THEREFORE**, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term**: The term of this Agreement shall begin the 1st day of July, 2016, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 6, “Termination of Agreement,” herein.
2. **Services**: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation**: The Town shall pay the City at a rate of one hundred fifty three dollars (\$153.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 6, "Termination of Agreement," herein.

4. Citations: Animal Care & Control will issue citations for ordinance violations that occur in the Town. The money for payment of citations will be sent directly to the City. The City will keep separate records of money received for the citations issued within the Town. Such money shall belong to the City.
5. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
6. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
7. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine

inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

9. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
10. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
11. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

**IN WITNESS WHEREOF**, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_(SEAL)  
City Manager

ATTEST:

TOWN OF PINEVILLE

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_(SEAL)  
Town Manager

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## ATTACHMENT III

### Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within Pineville, the Animal Care & Control shall enforce the Pineville Animal Control Ordinance, as adopted on January 11, 2005, and as subsequently amended by the Town of Pineville.
  
2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2017 (July 1, 2016 through June 30, 2017), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. For all subsequent Fiscal Years, the Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$10.00
Feline	\$25.00	\$6.00
Large Livestock	\$50.00	\$12.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Licensing: Animal Care & Control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.
  
4. Requests/Calls for Service: Animal Care & Control shall respond to all calls for service originating in the Town.
  
5. Dispatch: Animal Care & Control shall receive and dispatch all calls for service originating in the Town.

6. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents with the Town involving animal bites.

Anticipated Costs of Additional Services for Towns			
Town	Court/Quarantines	Other Intakes	Totals
Cornelius	\$ -	\$ 1,188	\$ 1,188
Davidson	420	2,631	3,051
Huntersville	1,405	11,097	12,502
Matthews	6,620	4,221	10,841
Pineville	-	2,493	2,493

A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE, MATTHEWS, MINT HILL, AND PINEVILLE.

WHEREAS, N.C. General Statute § 160A-461, "Interlocal cooperation authorized," authorizes 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, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

**CERTIFICATION**

I, **Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 27th day of June, 2016, the reference having been made in Minute Book \_\_\_\_, and recorded in full in Resolution Book \_\_\_\_, Page \_\_\_\_.

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

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



**Agenda Date:** 6/27/2016

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**Agenda #:** 29.**File #:** 15-3511 **Type:** Consent Item

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## **University of North Carolina at Charlotte Campus Police Jurisdiction Agreement Extension**

**Action:**

**Authorize the Chief of Police to enter into a five-year agreement with the University of North Carolina at Charlotte Board of Trustees to extend the jurisdiction of Campus Police.**

**Staff Resource(s):**

Brian Foley, Police

**Explanation**

- State law permits the University of North Carolina at Charlotte (UNCC) Board of Trustees to enter into an agreement with the City to extend the law enforcement authority of campus police.
- UNCC Campus Police are state-certified officers who have completed basic law enforcement training.
- On June 26, 2006, City Council approved a five-year agreement with UNCC, extending campus police jurisdiction to properties adjacent to campus within the Charlotte-Mecklenburg Police Department's (CMPD) jurisdiction.
- On June 27, 2011, City Council approved a five-year agreement with UNCC, extending campus police jurisdiction to additional properties adjacent to campus within CMPD's jurisdiction as a result of growth in areas surrounding the UNCC campus.
- These properties include areas, such as apartment complexes with a high concentration of student population and businesses such as restaurants and bars that are frequented by students.
- The agreement enhances communication between the CMPD and the UNCC Campus Police, allowing both entities to be more aware of student victimization or involvement in criminal activity.
- CMPD recommends renewing the agreement with UNCC for a five-year period from July 1, 2016, through June 30, 2021.
- The basic provisions of the previous agreement would remain in place:
  - UNCC Campus Police will have full law enforcement authority and jurisdiction when on duty within the extended jurisdiction.
  - The agreement does not reduce the jurisdiction and authority of CMPD.
  - UNCC Campus Police will primarily patrol the main UNCC campus, but will respond to specific requests from CMPD for issues arising within the extended jurisdiction to the extent those issues relate to a student of the University.
  - CMPD will immediately notify UNCC Campus Police when there is reason to believe that a crime involving a UNCC student has occurred or is occurring within the extended

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**Agenda #: 29.File #: 15-3511 Type: Consent Item**

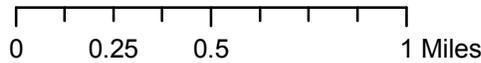
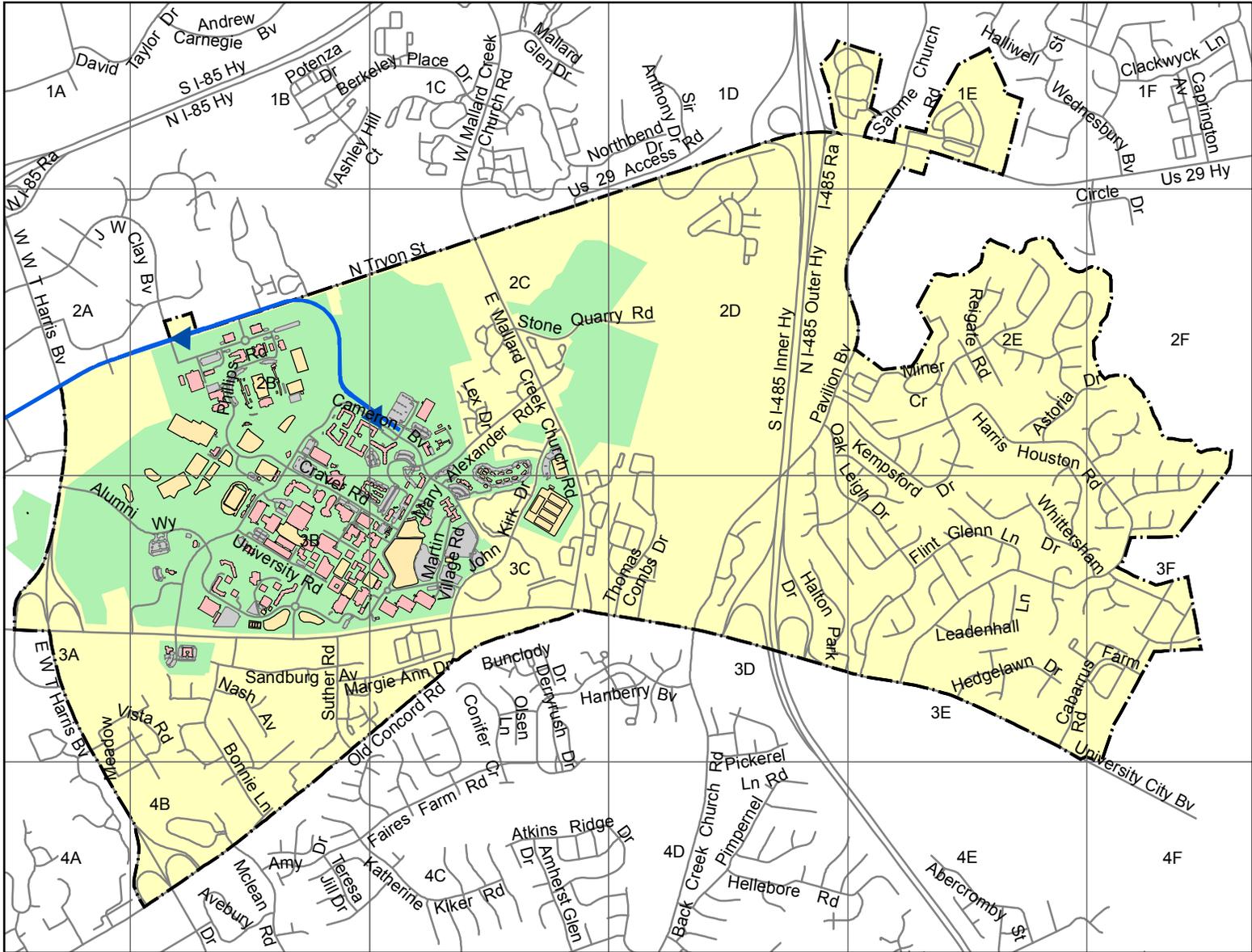
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jurisdiction.

- The University will immediately notify the CMPD dispatcher when there is reason to believe a felony has occurred or is occurring within CMPD's jurisdiction, or when UNCC Campus Police are in high pursuit of a suspect within CMPD's jurisdiction.
- UNCC Campus Police will not conduct vehicle pursuits within CMPD's jurisdiction except in accordance with the CMPD Vehicle Pursuit policy or its equivalent.
- Upon the request of CMPD, UNCC Campus Police will relinquish control of a crime scene or investigation of traffic collision that occurred or is located within CMPD's jurisdiction.

**Attachment**

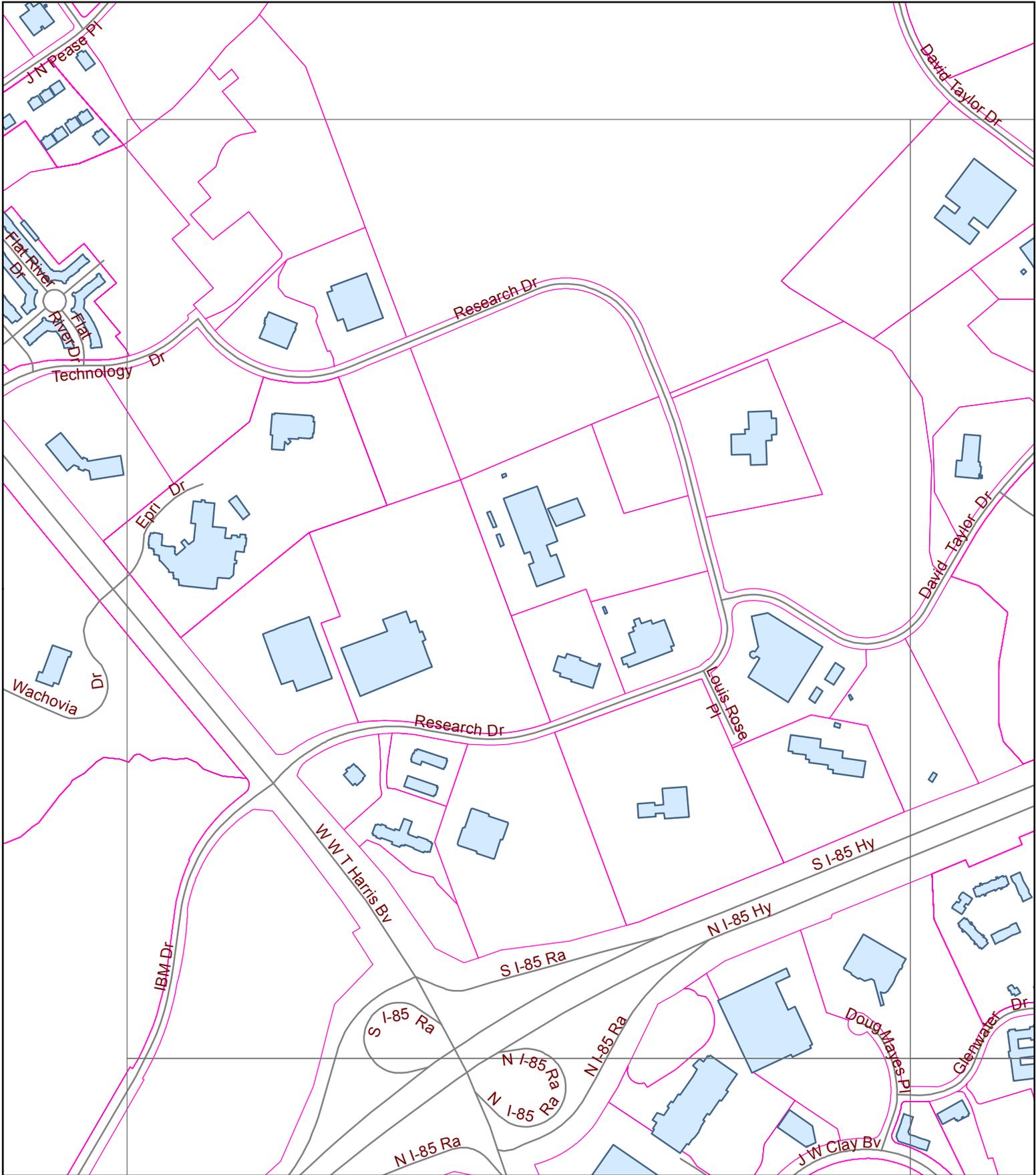
UNCC Campus Police Jurisdiction Maps

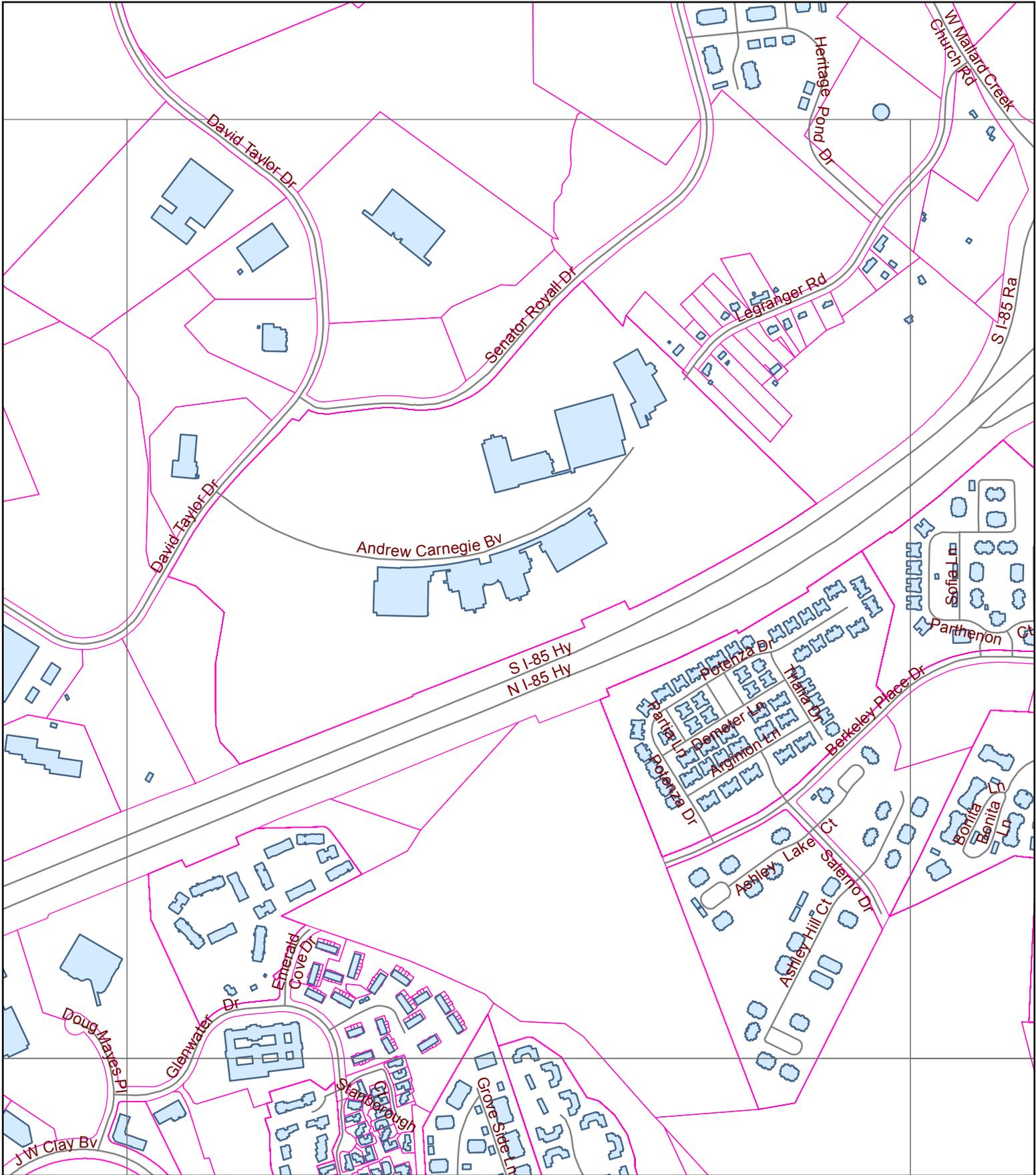


**Legend**

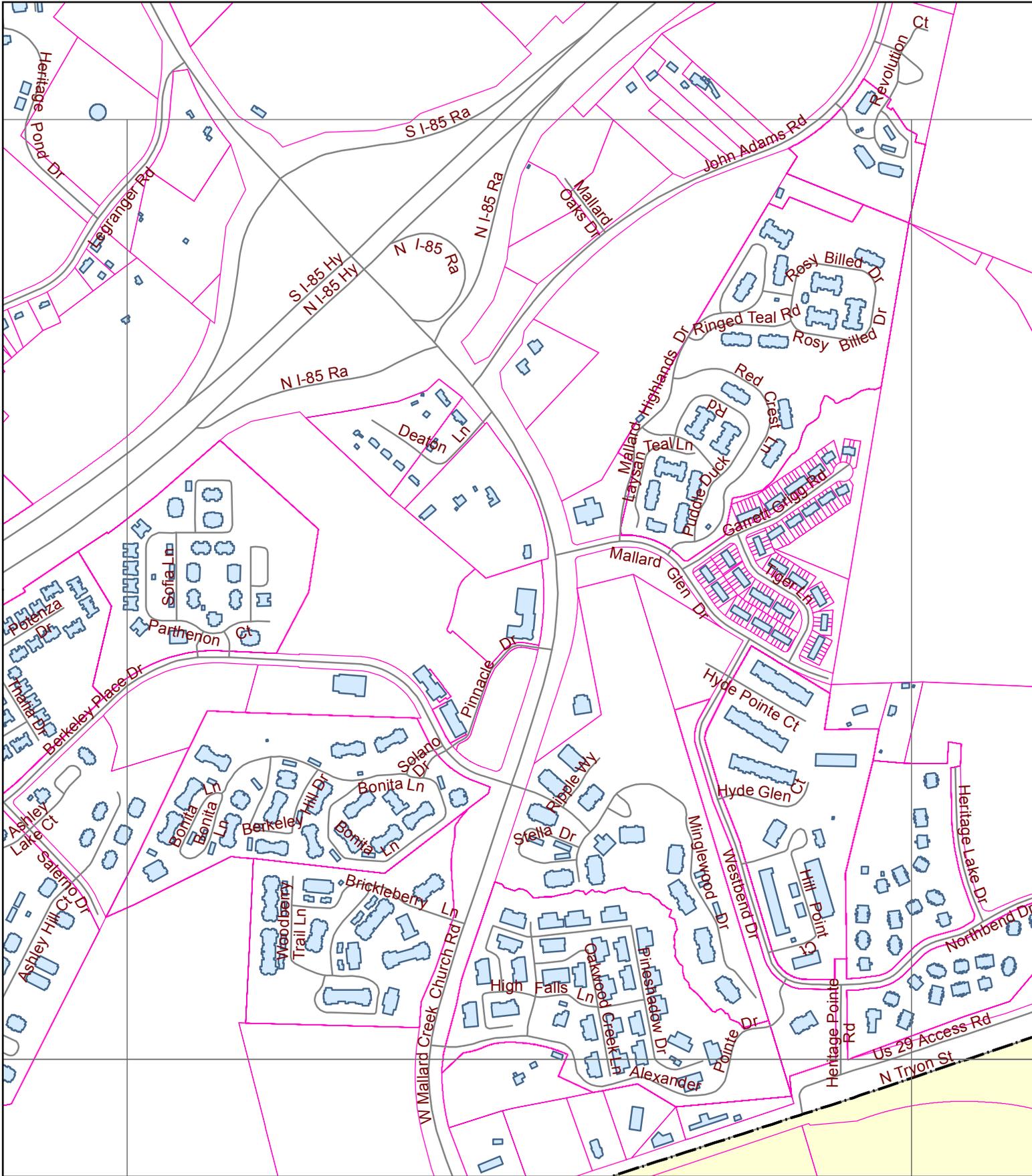
-  Blue Line Stations
-  Blue Line
-  Roads
-  Proposed Extended Jurisdiction
-  UNC-Charlotte Property
-  UNC-Charlotte Buildings
-  UNC-Charlotte Parking Lots
-  UNC-Charlotte Recreation Fields

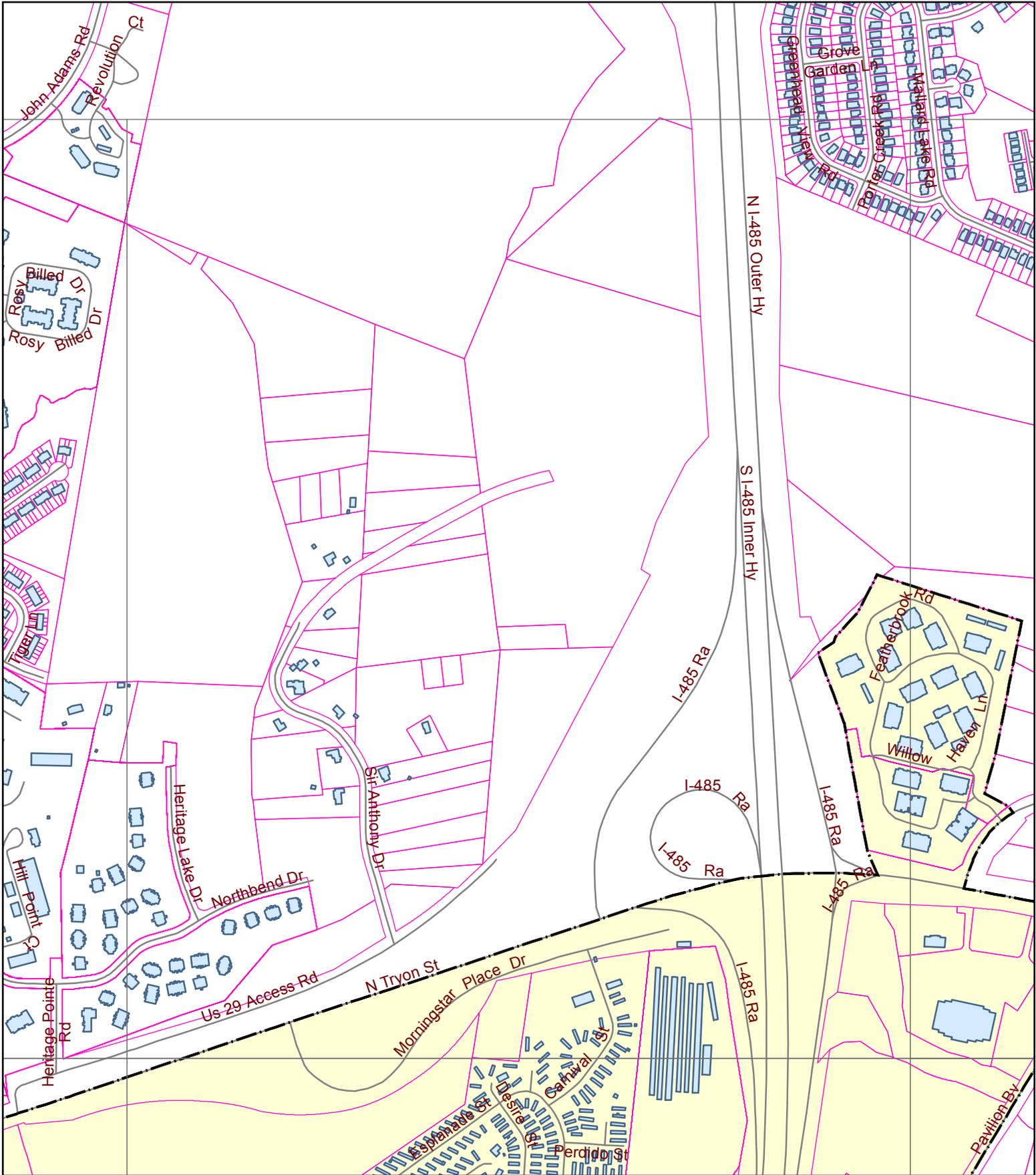
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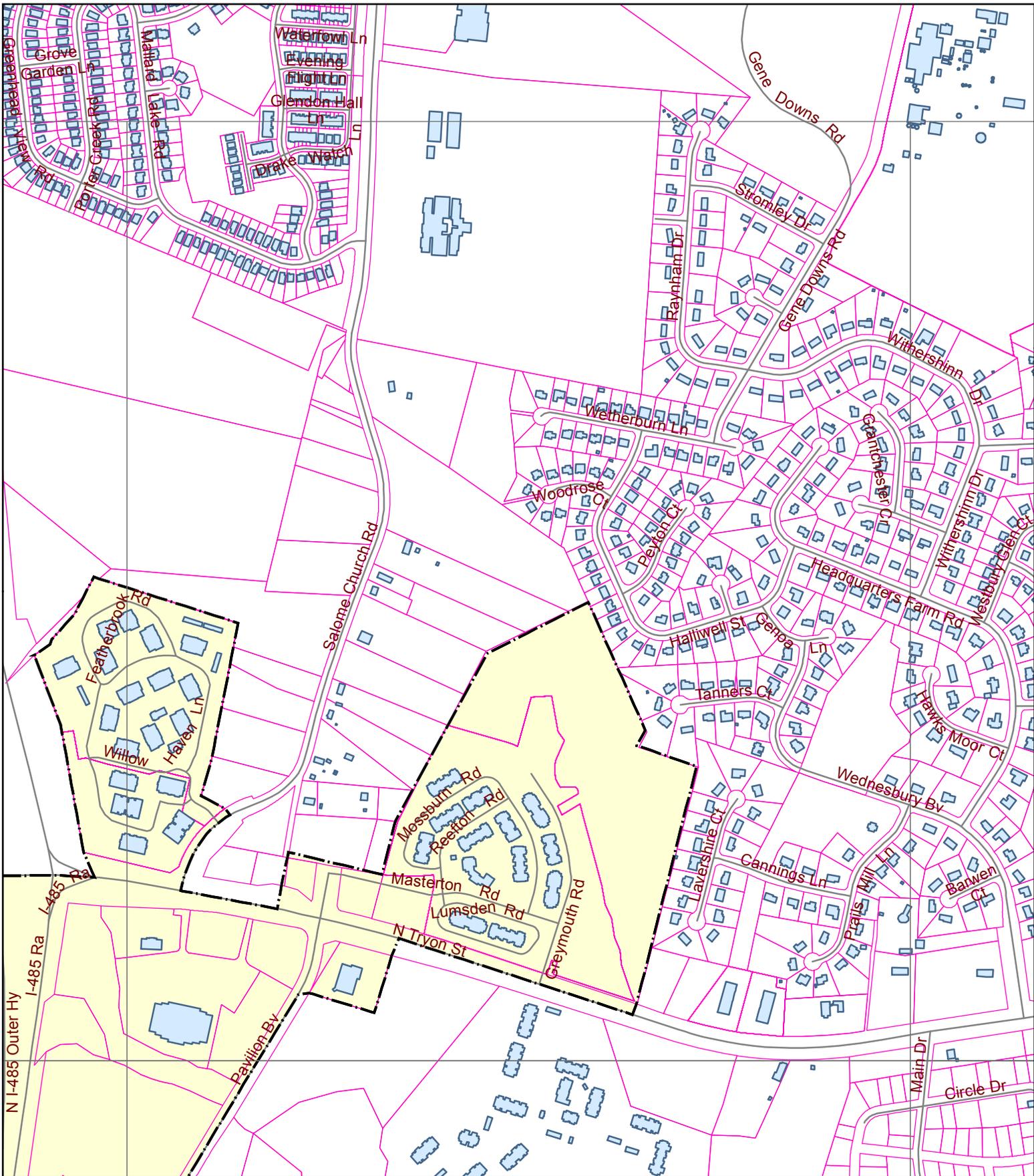


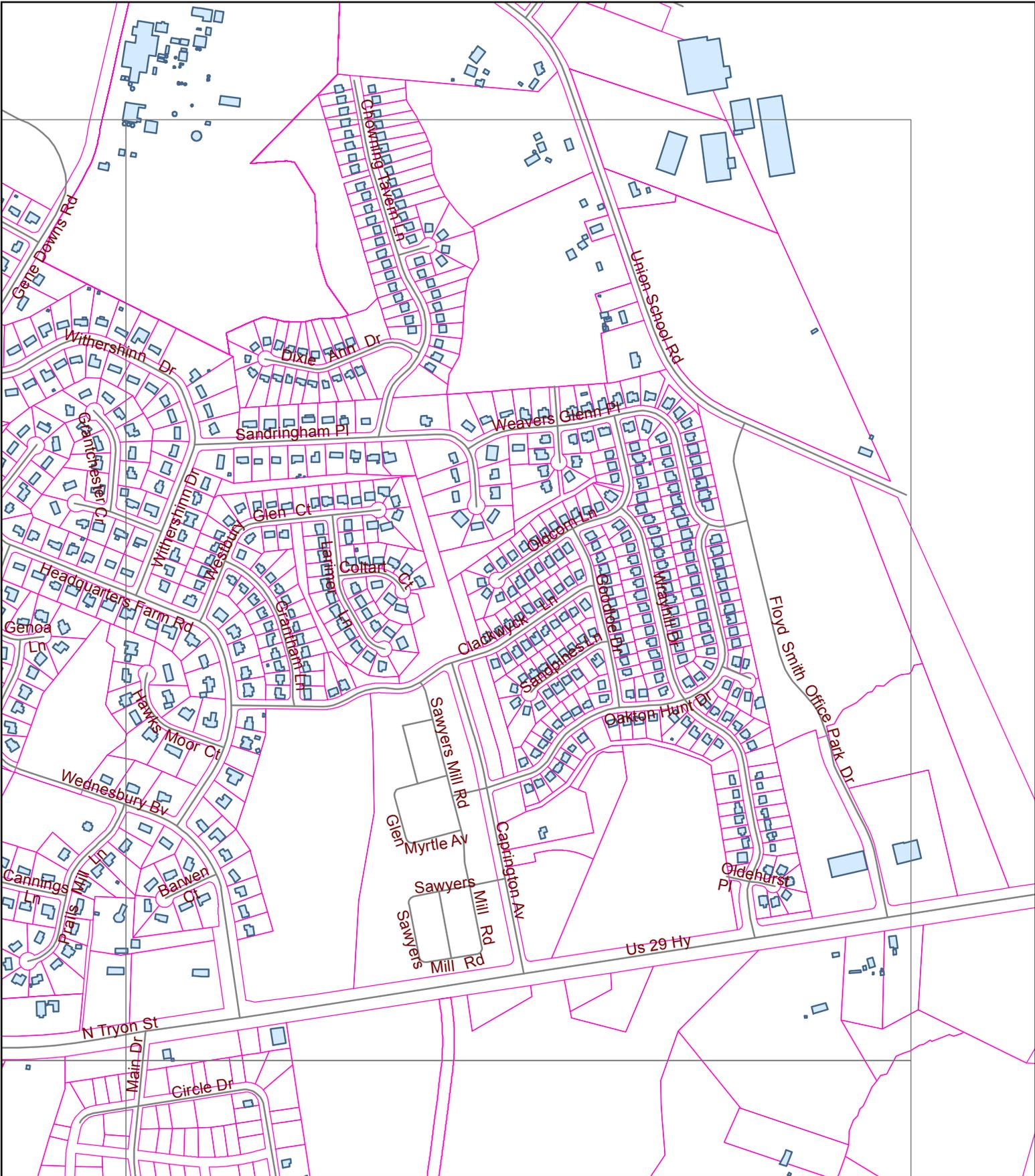


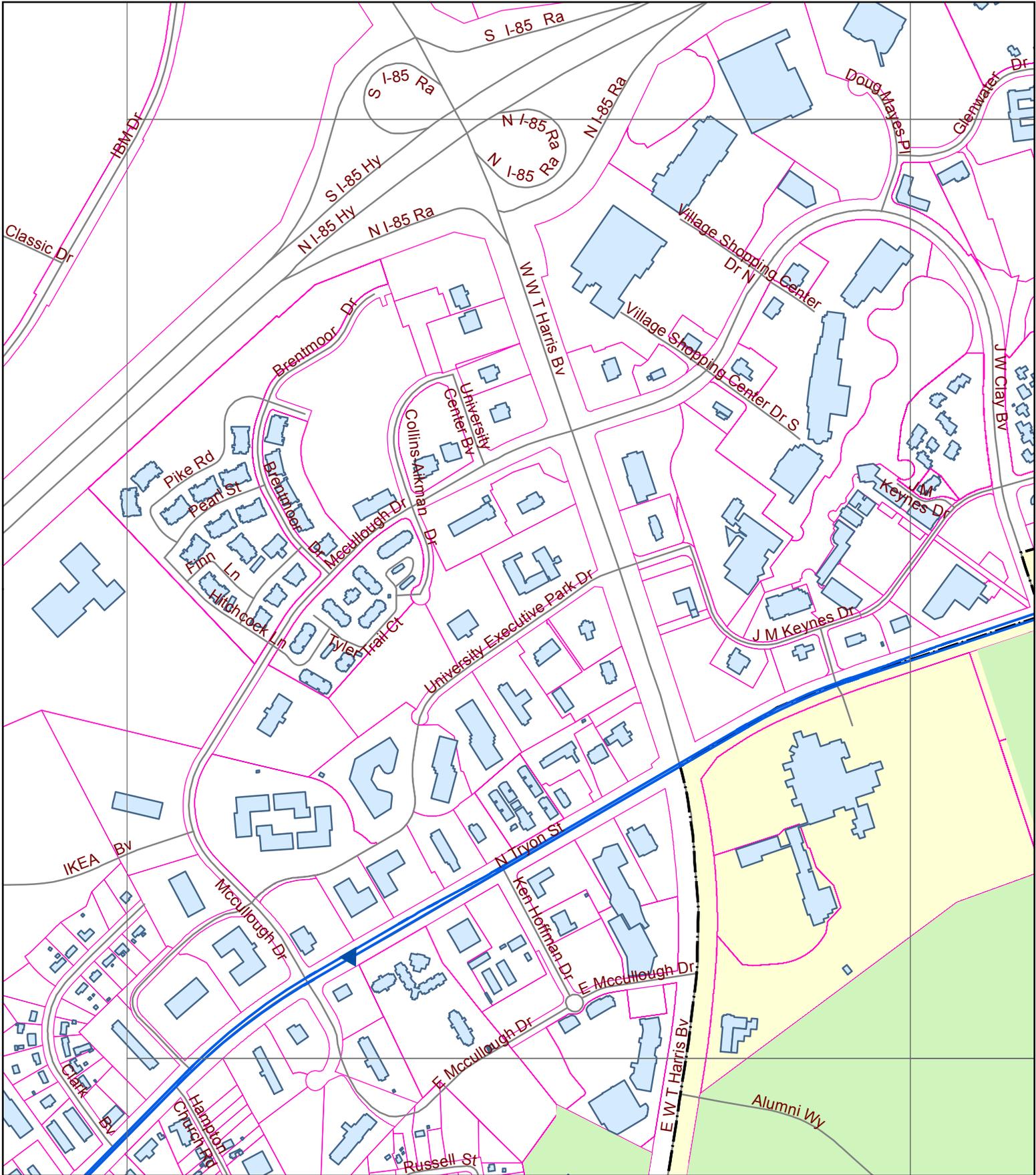
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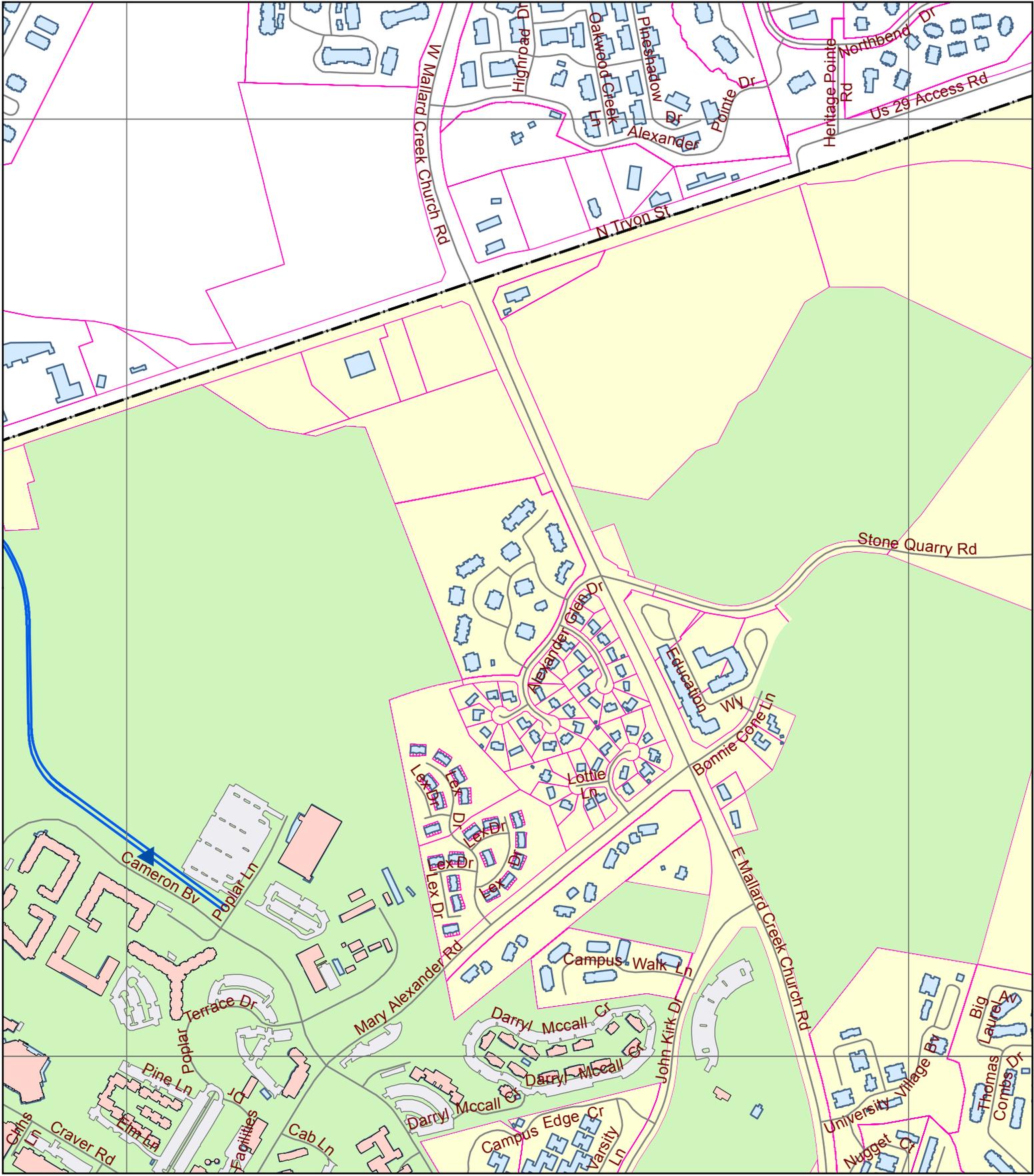




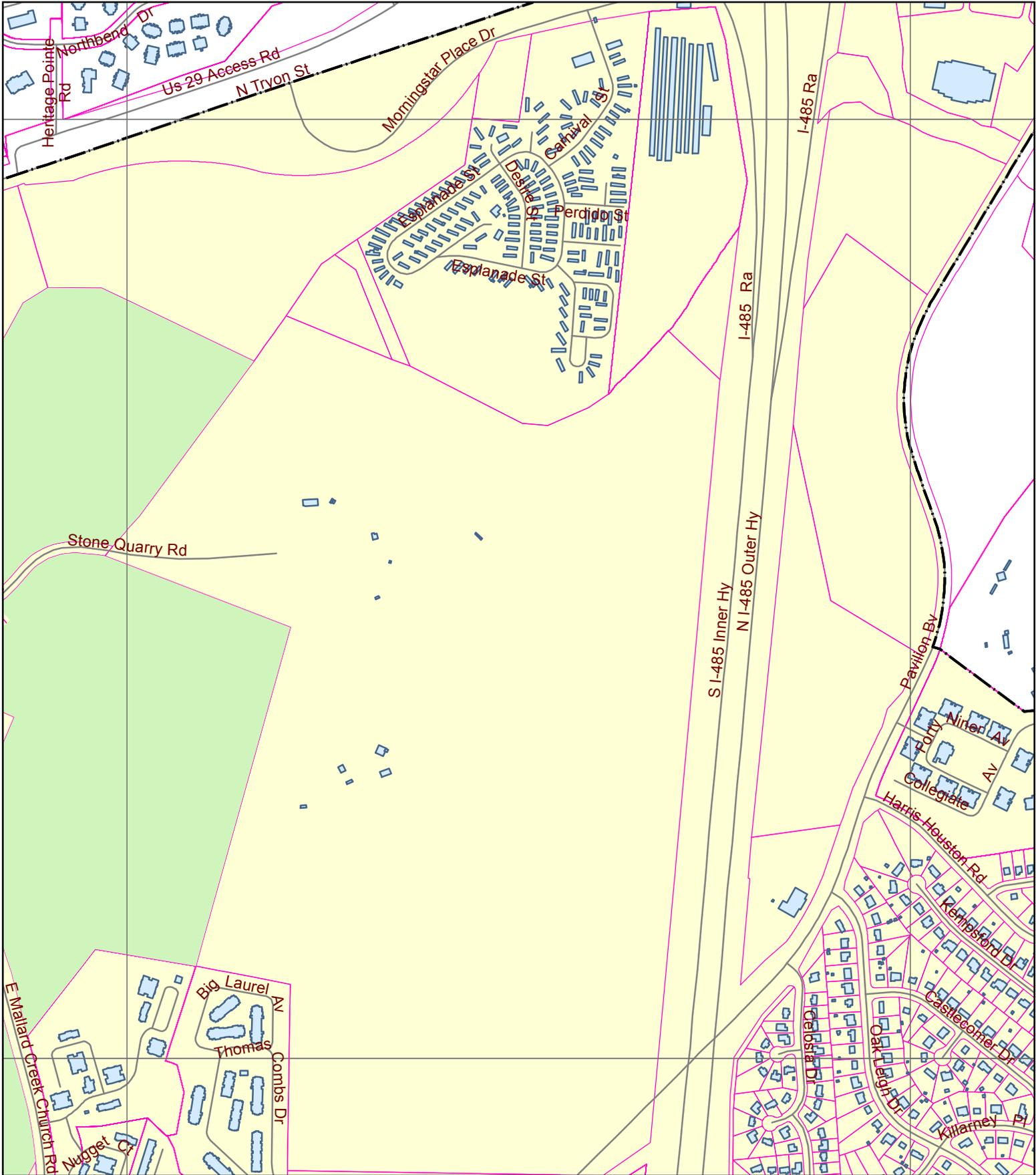




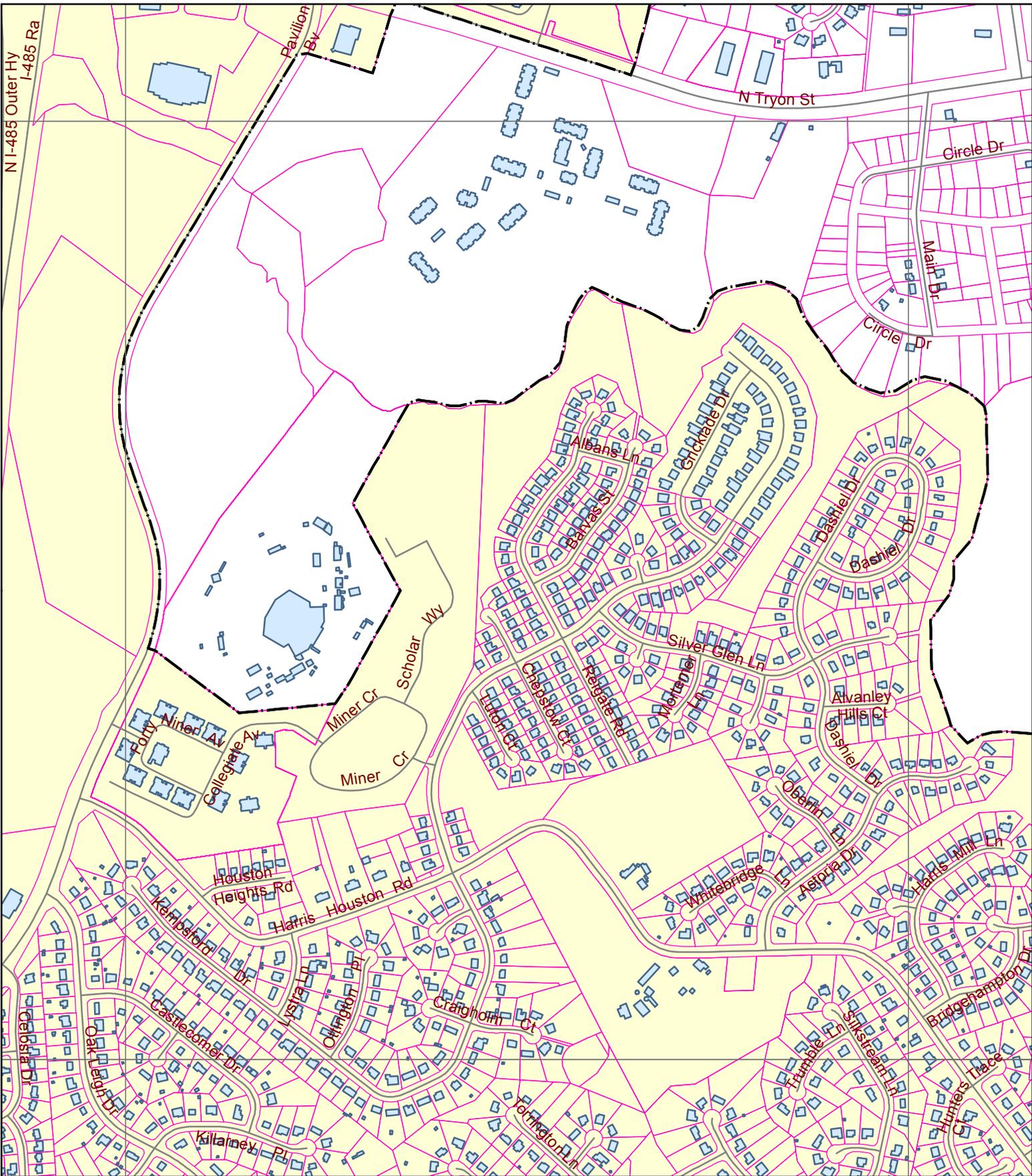


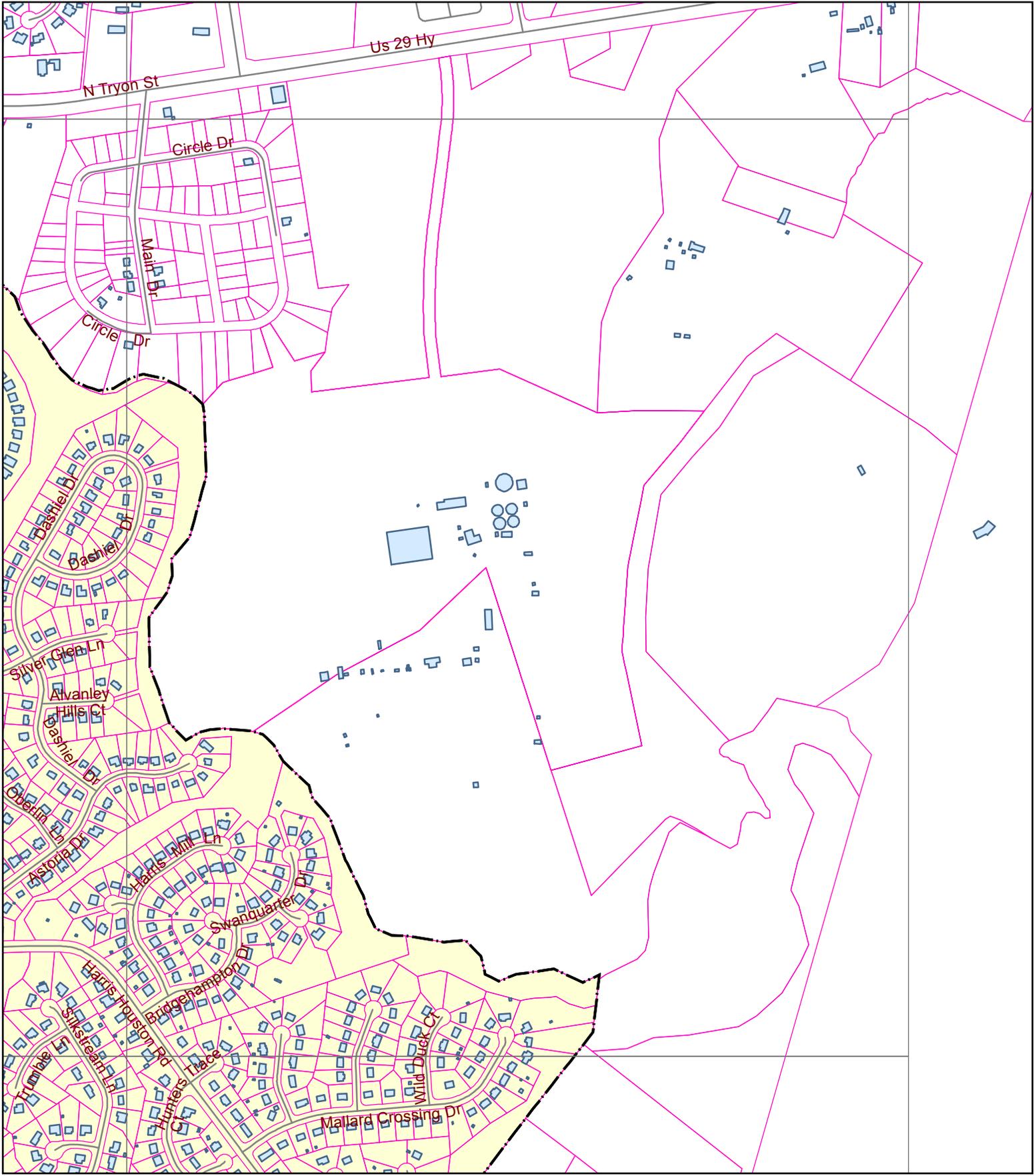


# 2D

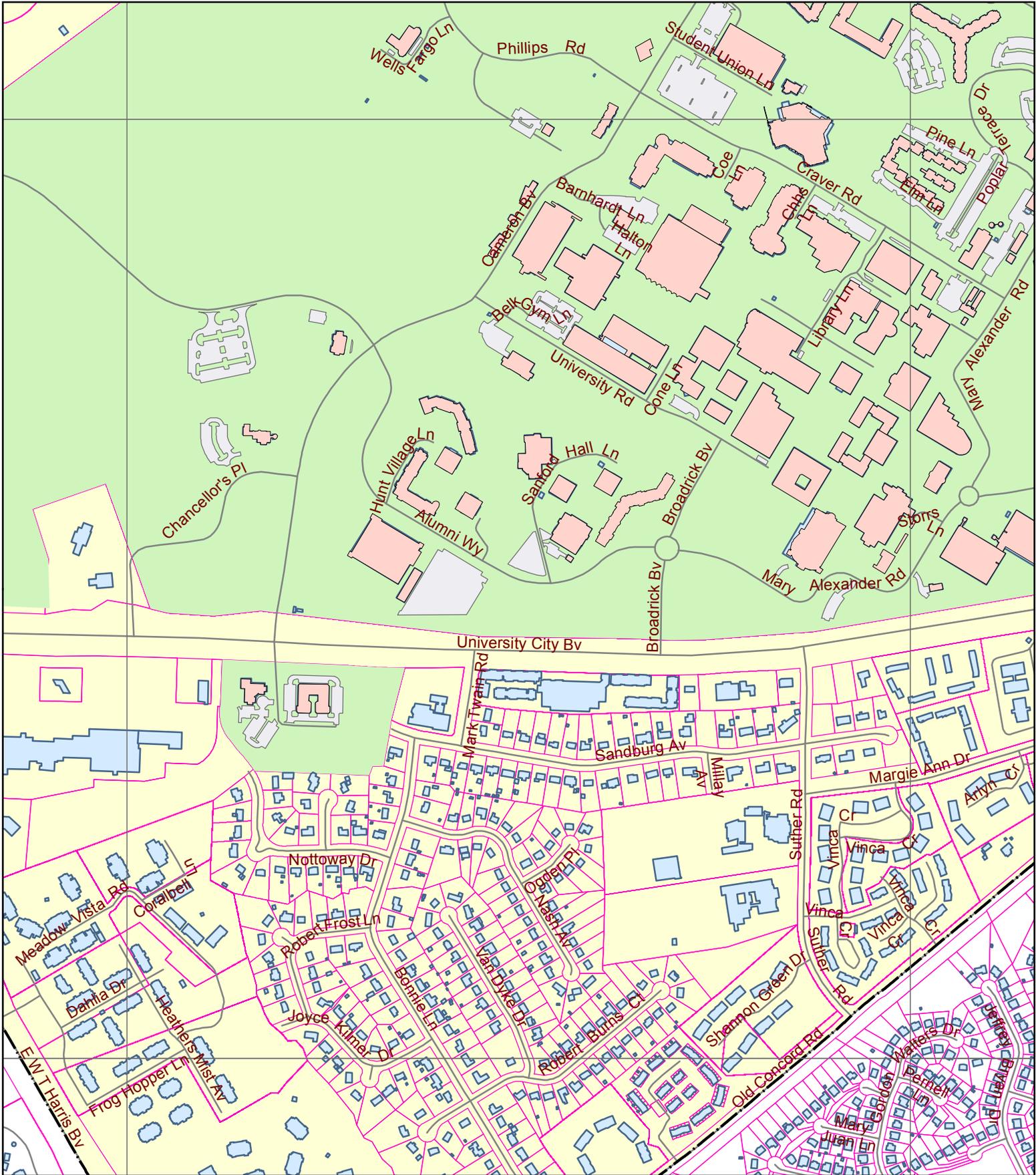


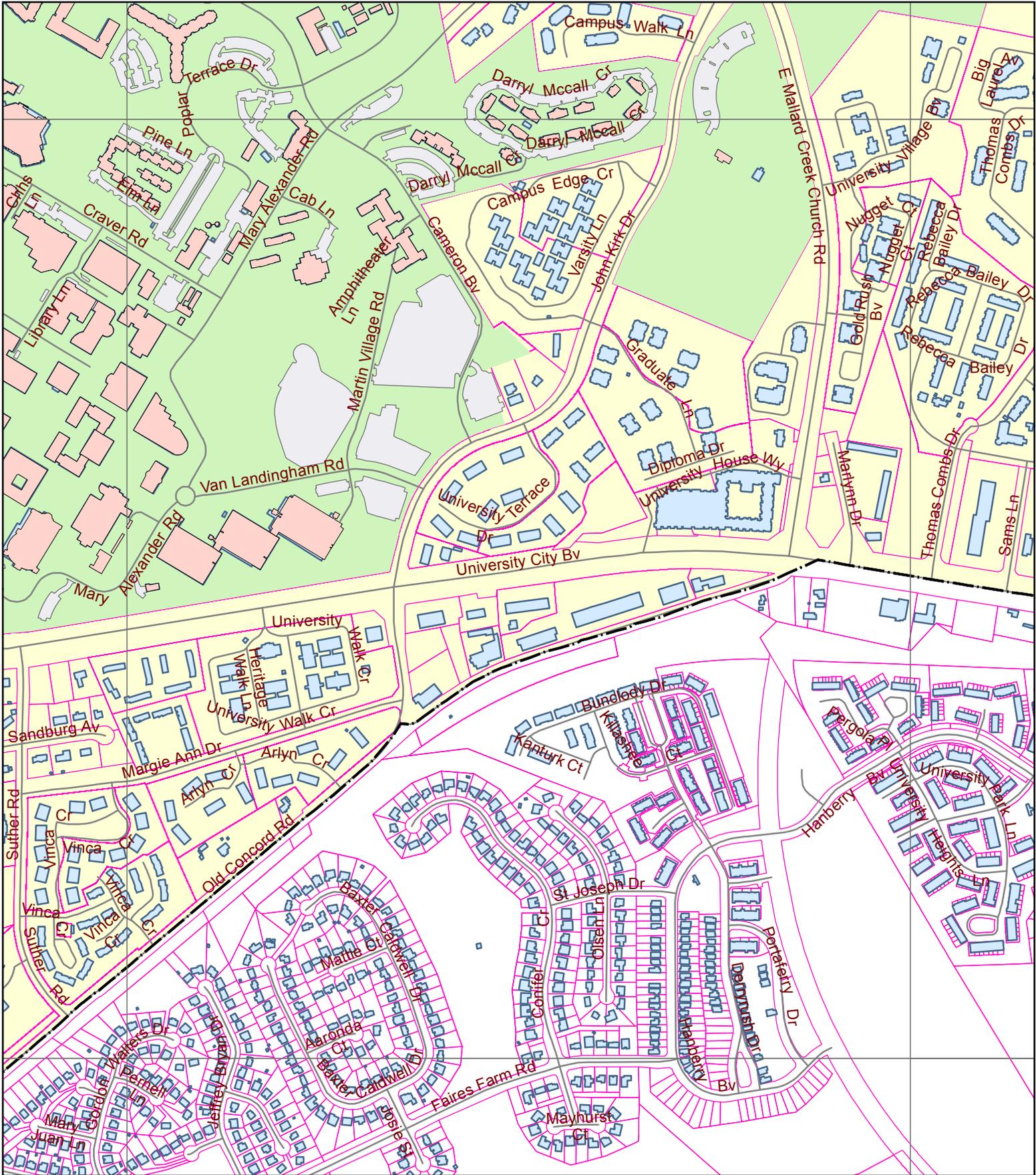
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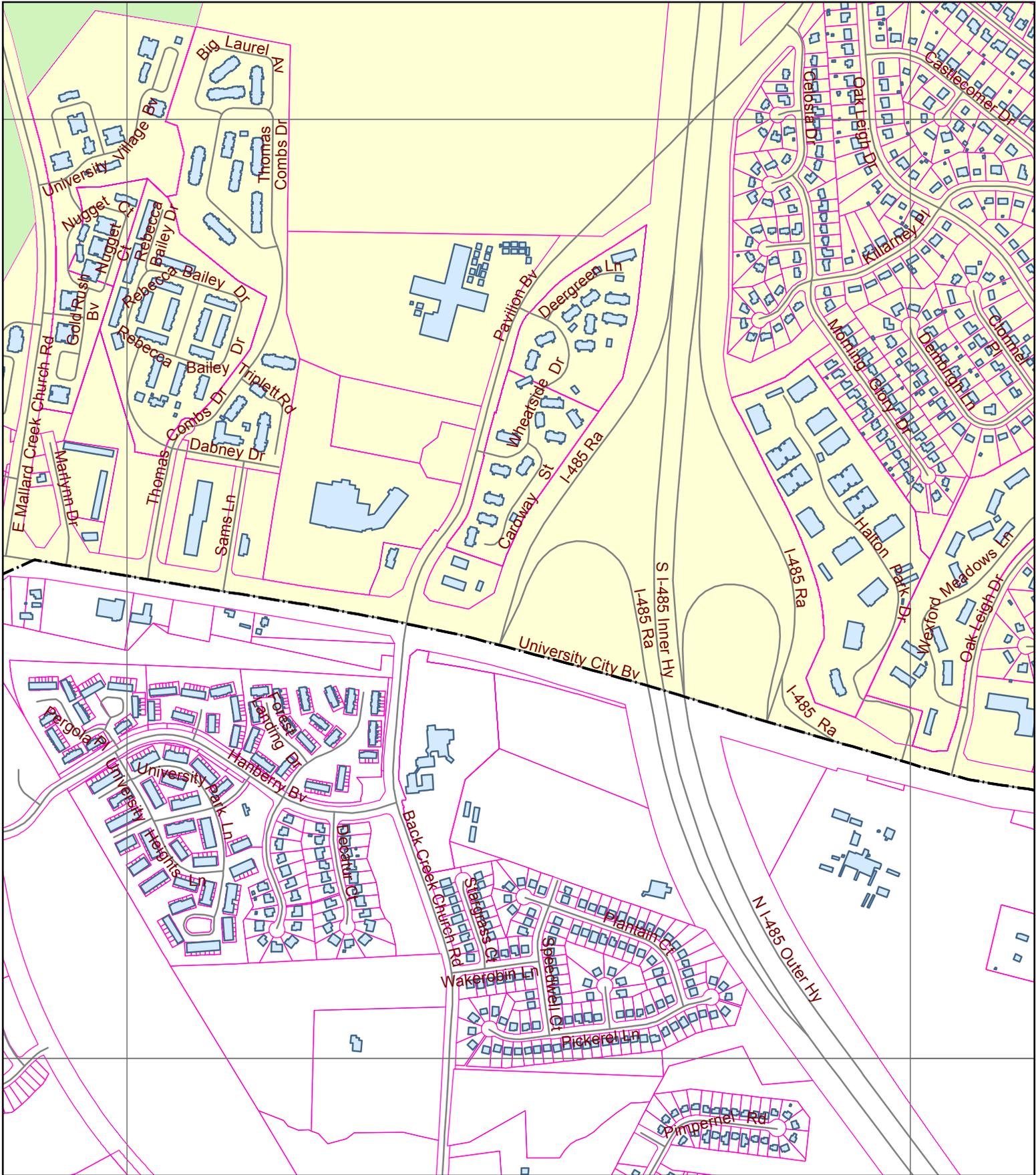


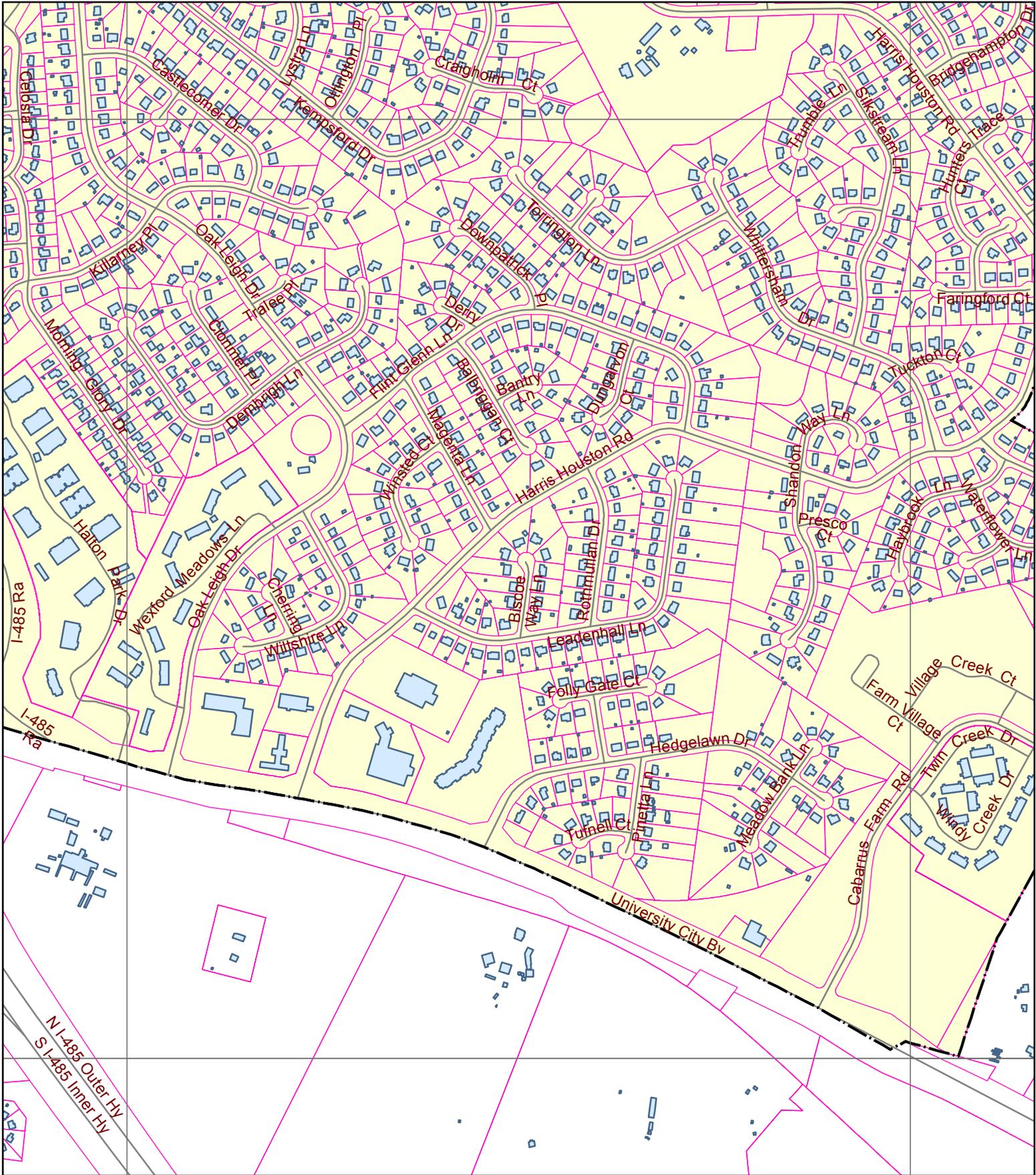


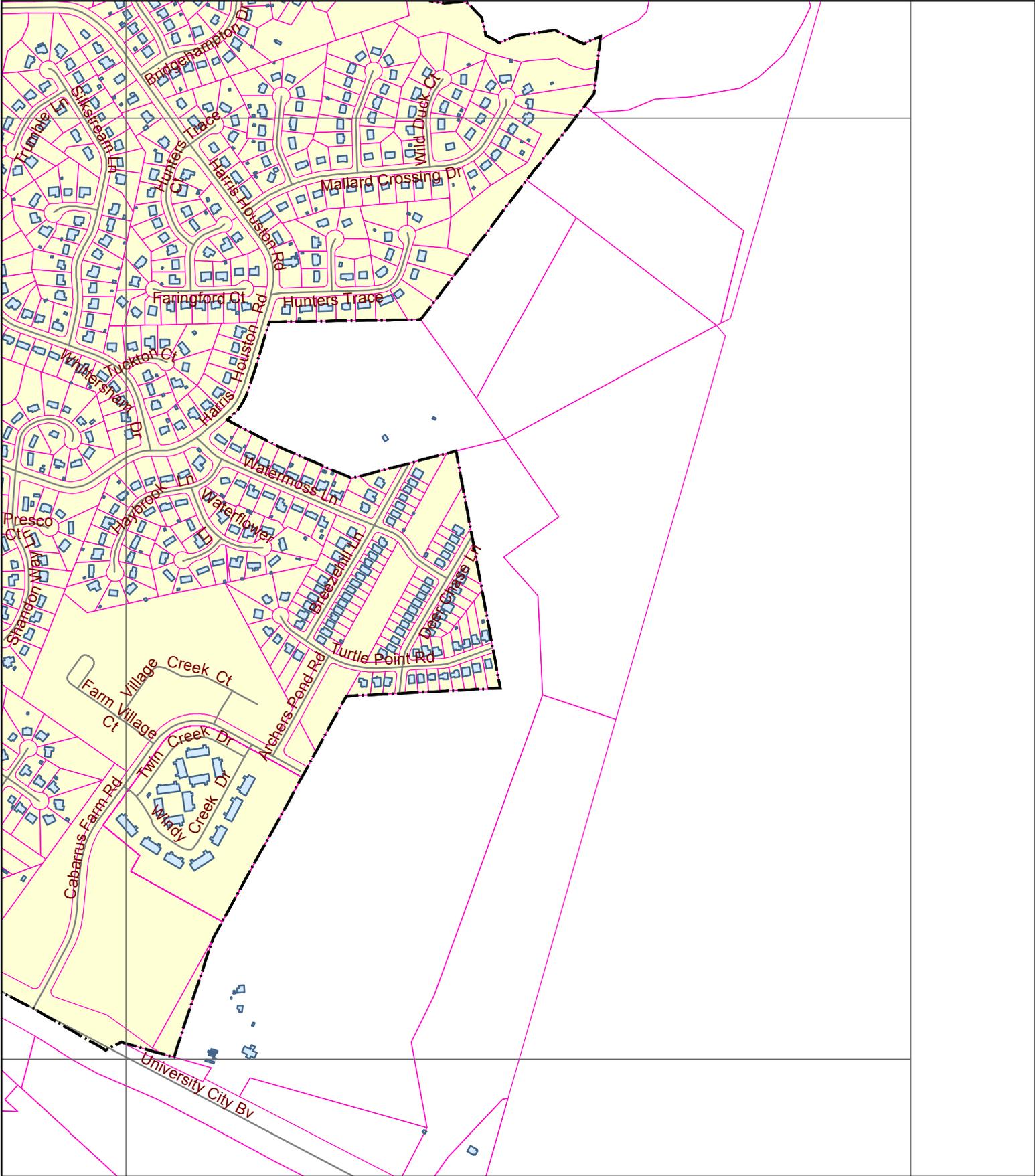


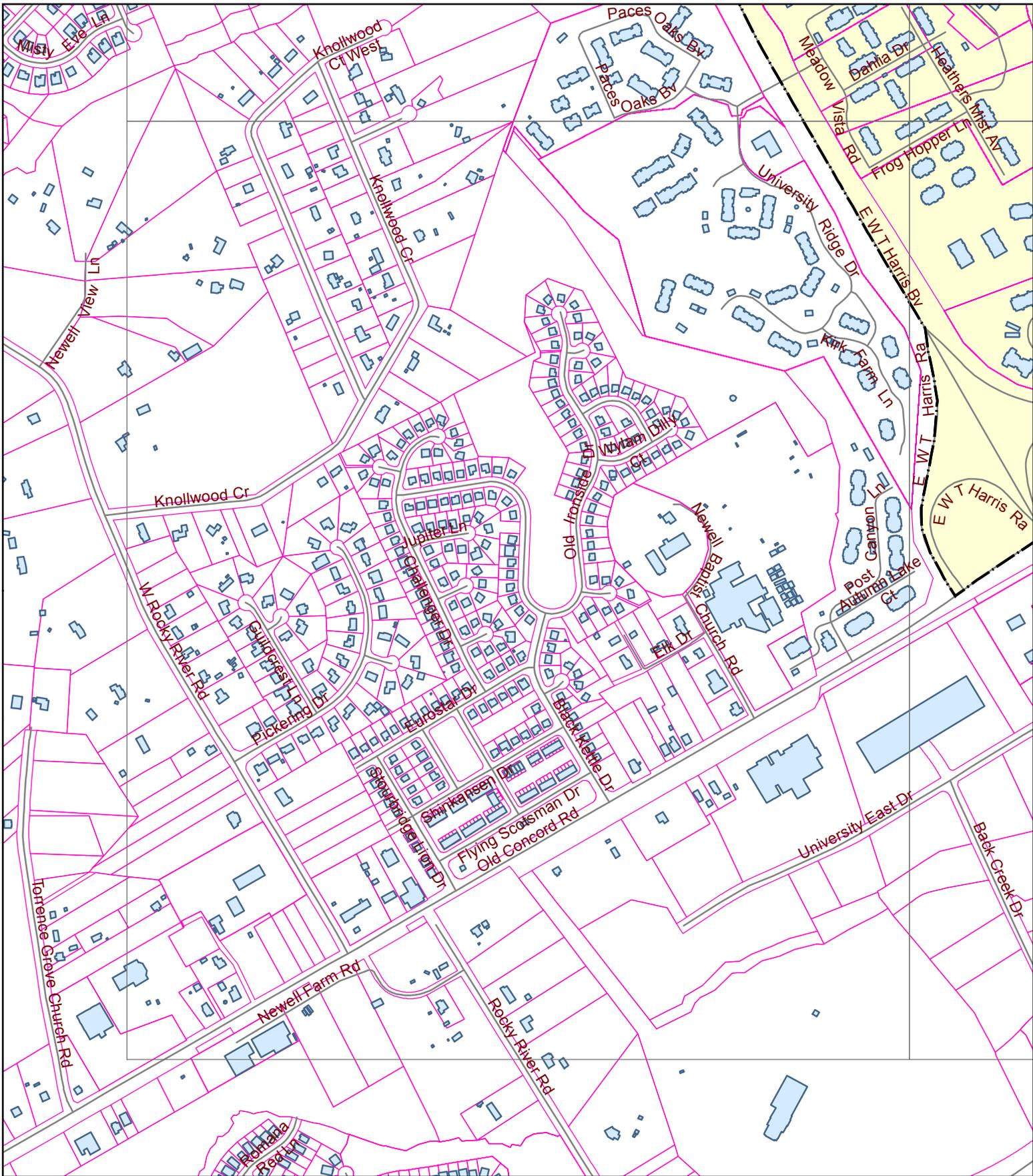


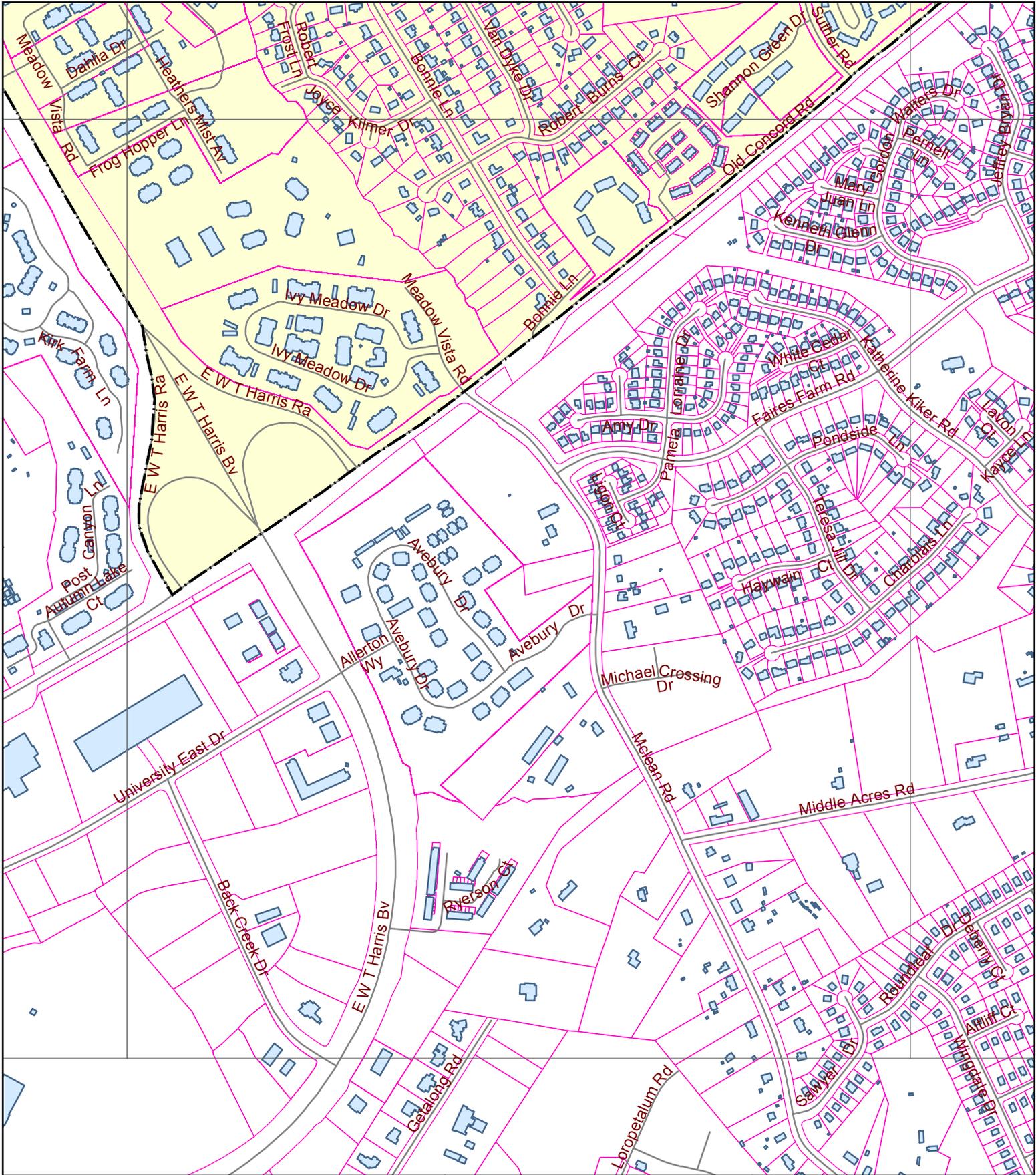
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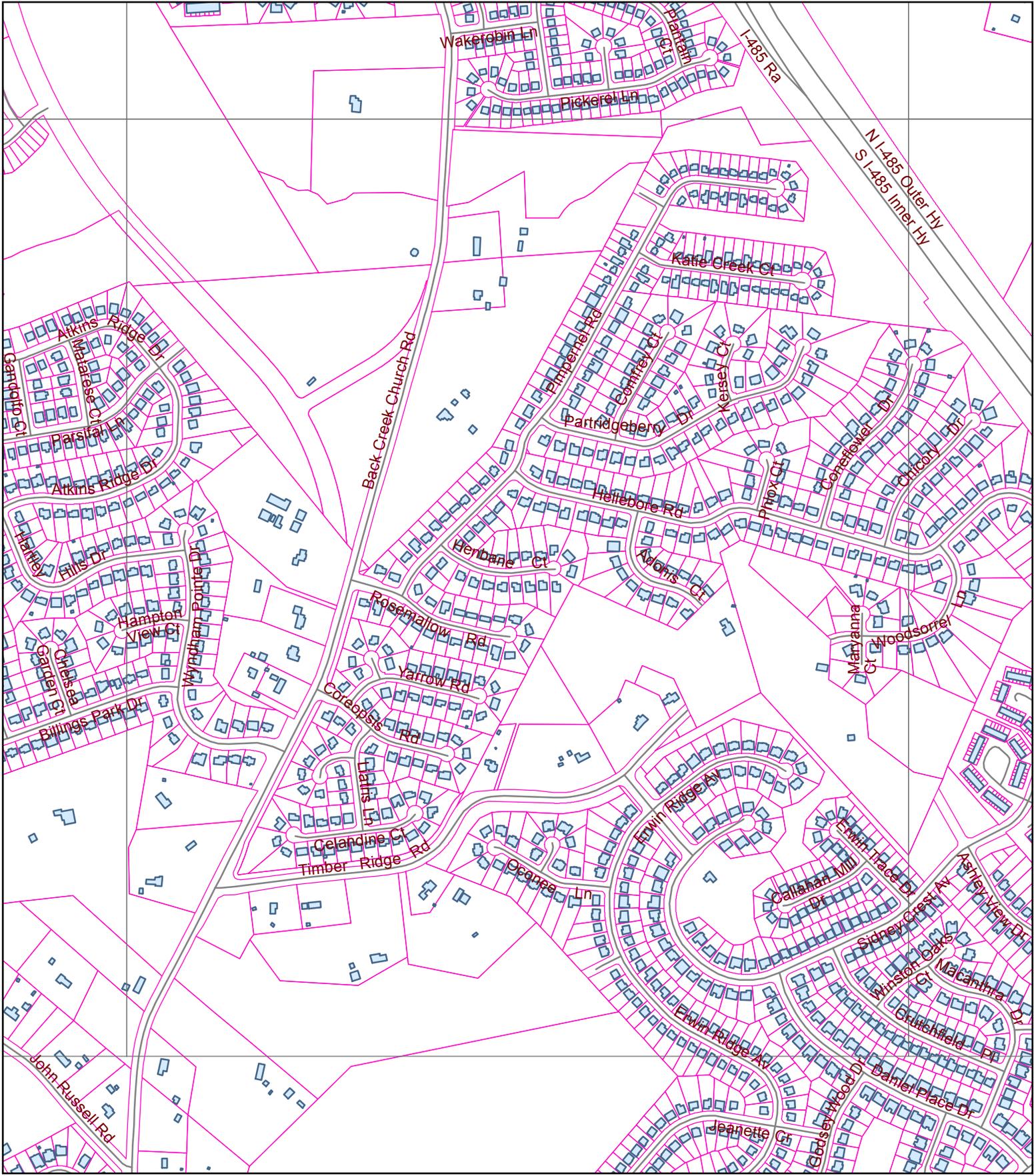




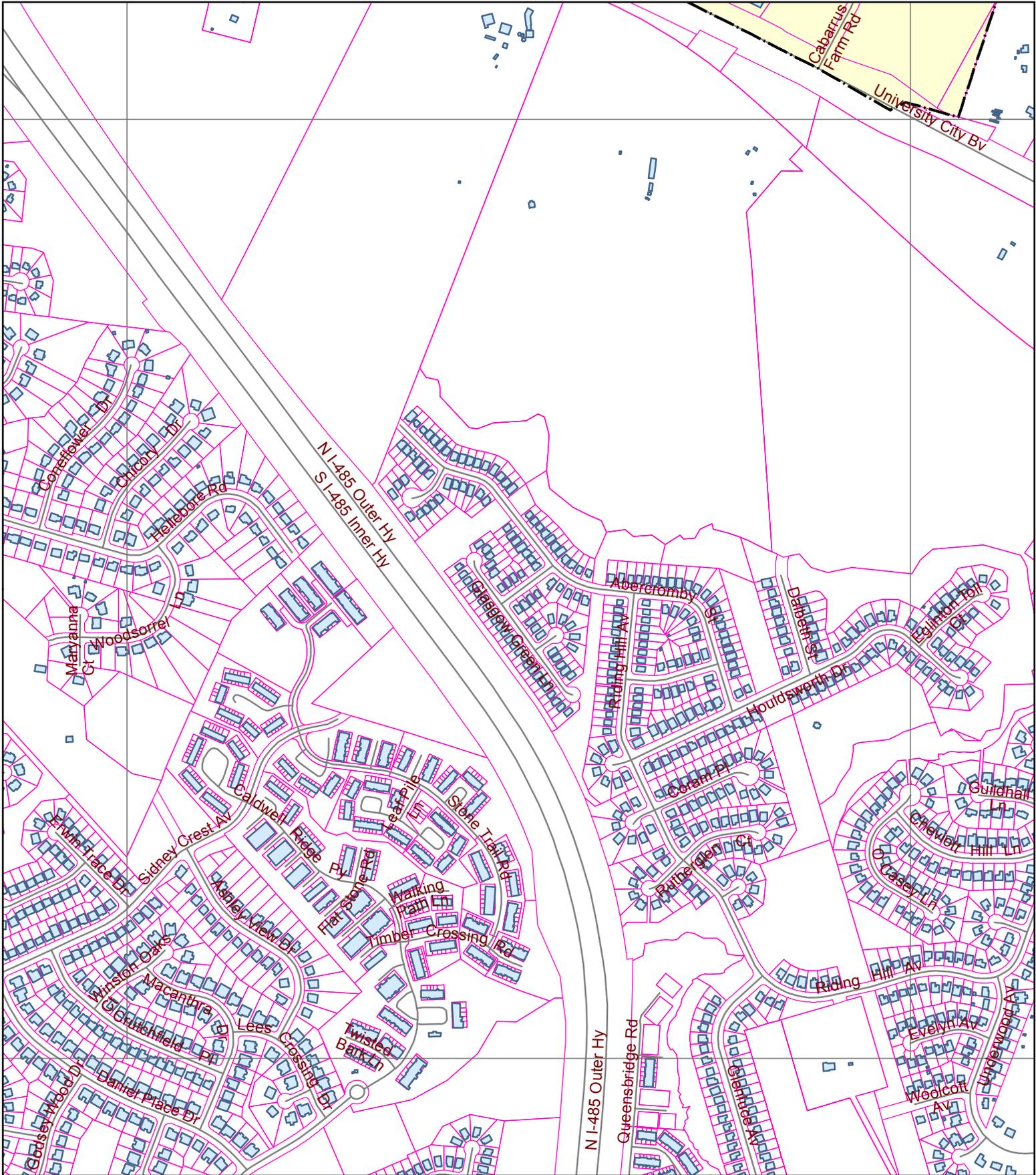


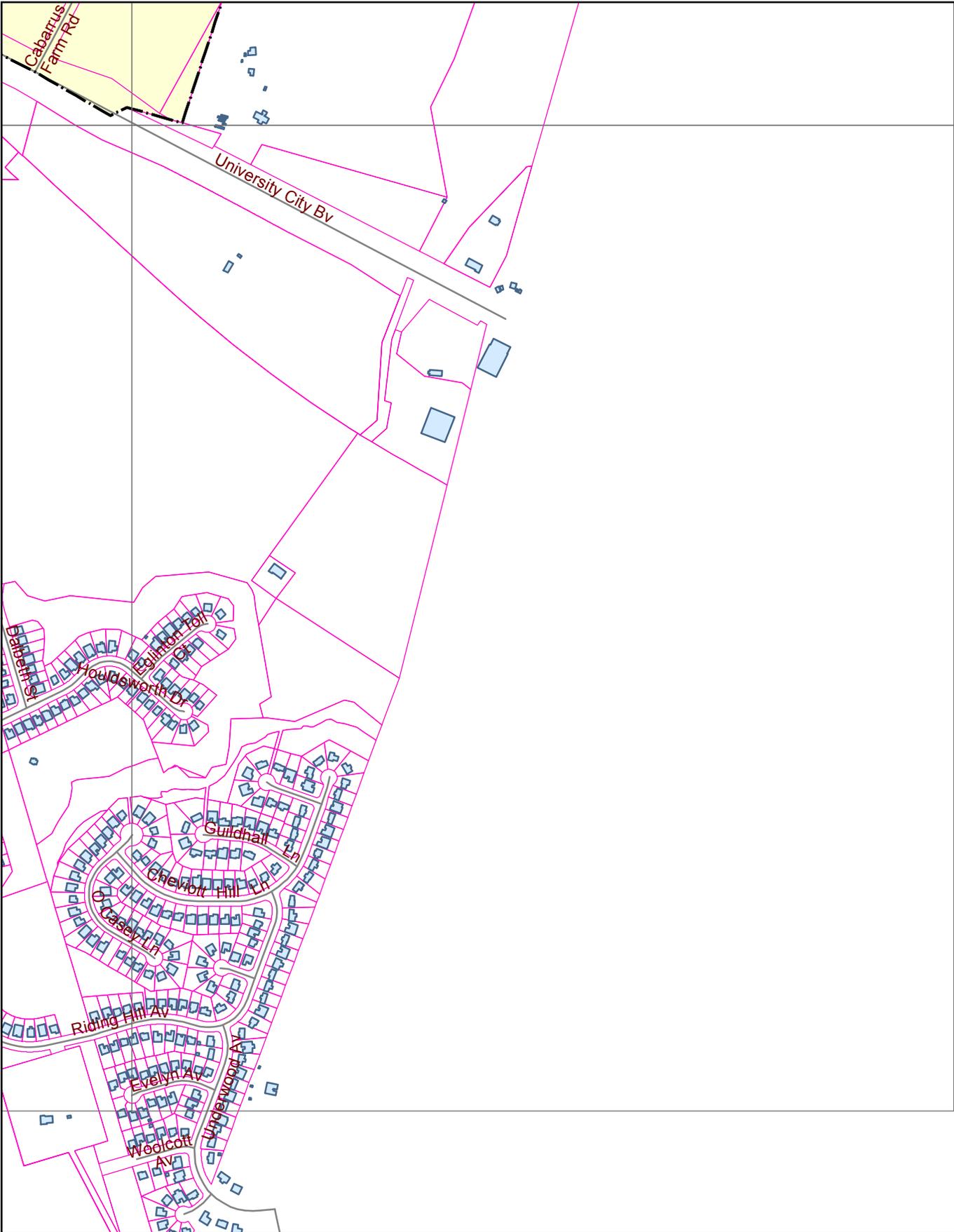


# 4D



4E







**Agenda Date:** 6/27/2016

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**Agenda #:** 30. **File #:** 15-3428 **Type:** Consent Item

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## **Cityworks Work & Asset Management Implementation and Support Services**

**Action:**

- A. Authorize the City Manager to negotiate and approve a contract with Black & Veatch International Company to provide implementation and data migration support services for Cityworks, and**
  
- B. Authorize the City Manager to approve price adjustments and amend the contract consistent with the City's business needs and the purpose for which the contract was awarded.**

**Staff Resource(s):**

Charles Jones, Transportation

Tim Shawver, Transportation

**Explanation**

- The Charlotte Department of Transportation (CDOT) is responsible for planning, installation, and maintenance of more than 150,000 transportation assets, including signs, signals, road segments, bridge intersections, and sidewalk segments. CDOT is also responsible for the permitting and management of activities within the street rights-of-way within the city limits.
- During Fiscal Year 2015, CDOT used its existing work and asset management system, Infor Public Sector, to:
  - Receive and track more than 15,000 service requests,
  - Initiate and complete more than 48,000 work orders,
  - Manage and complete more than 200 sign, signal, markings, and fiber optic projects, and
  - Issue and inspect more than 900 Right-of-Way use permits.
- To support a component of the long-term enterprise strategy, CDOT desires to transition to Cityworks for work and asset management activities.
  - Cityworks is the City's standardized asset management software.
  - Currently, Engineering & Property Management, Charlotte Water, Aviation, CATS, and Solid Waste Services use the software for work and asset management.
- The contract with Black & Veatch International Company will provide implementation and data migration support services for Cityworks.
- Benefits of this contract include:
  - Improved service delivery and tracking capabilities,

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- Enhanced support for preventative maintenance activities,
  - Increased ability to coordinate work with other City departments,
  - Added field automation of work order and inventory control processes,
  - Improved information for prioritizing maintenance and construction activities, and
  - Elevated enterprise level application support and user knowledge base.
- On May 11, 2016, the City issued a Request for Proposal (RFP) for Cityworks Implementation and Support Services for CDOT. In response to the RFP, the City received three proposals from interested service providers.
  - CDOT staff evaluated the proposals and determined that Black & Veatch International Company best meets the City's needs in terms of qualifications, experience, and responsiveness to the RFP requirements.
  - The estimated contract expenditure for system implementation is \$800,000.

**Charlotte Business INclusion**

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

**Fiscal Note**

Funding: Transportation Operating Budget



**Agenda Date:** 6/27/2016

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**Agenda #:** 31.**File #:** 15-3394 **Type:** Consent Item

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## **Charlotte-Mecklenburg Government Center Security Bollards Replacement Project**

**Action:**

- A. Approve the purchase of security barrier equipment and installation oversight services from a federal contract as authorized by G.S. 143-129(e)(9a),**
- B. Approve a contract in the amount of \$153,400 with Delta Scientific, Inc. for the purchase of a High Security Vehicle Barrier System under U.S. General Services Administration (contract number GS-07F-9982H), and**
- C. Award a contract in the amount of \$154,000 to the lowest responsible bidder TEC Electric, LLC for the Charlotte-Mecklenburg Government Center Security Bollards Replacement project.**

**Staff Resource(s):**

William Haas, Engineering & Property Management

**Federal Contract Exemption**

G.S. 143-129(e)(9a) allows local governments to purchase from contracts established by the United States government, including any federal agency, if the contractor is willing to extend the same or more favorable prices, terms and conditions as those established under the federal contract.

**Explanation**

- The hydraulic security bollards at the Charlotte-Mecklenburg Government Center (CMGC) near the loading dock entrance are near the end of its useful life and currently require a high-level of maintenance.
- These bollards are designed to prevent access to the CMGC loading dock unless authorized by building security personnel.
- Government building security continues to be a high priority, particularly for access to loading docks.
- Staff has elected to replace the hydraulic bollards with a "plate barrier" that is commonly used around federal facilities. A plate barrier is more reliable and requires less maintenance than the hydraulic bollards that are currently in place.
- The contract with Delta Scientific, Inc. will allow the City to purchase a High Security Vehicle Barrier System at the same terms as provided in its contract with U.S. General Services Administration (GSA), which expires April 30, 2018. In addition, the contract provisions ensure compliance with manufacturer installation specifications.
- The contract with TEC Electric, LLC provides general construction demolition services and

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installation services to include:

- Removal of existing security bollards,
  - Demolition of reinforced concrete,
  - Installation of new barrier system,
  - Installation of new reinforced concrete, and
  - Associated electrical and plumbing services.
- On May 20 2016, the City issued an Invitation to Bid for the CMGC Security Bollards Replacement project; three bids were received from interested service providers.
  - TEC Electric, LLC was the lowest responsive, responsible bidder.
  - Mecklenburg County will reimburse the City 19% of the cost of the project per the City-County CMGC Agreement.
  - Loading dock parking will not be affected by this construction.
  - The contractor and Delta Scientific estimate that the work will take three weeks to complete.
  - Work is anticipated to be complete fourth quarter 2016.

**Background**

- Delta Scientific has built security systems around the world at U.S. military bases, nuclear facilities, and U.S. embassies. The security system selected for CMGC has been thoroughly tested and is highly effective and reliable.
- The U.S. General Services Administration negotiated a contract for security systems services with Delta Scientific, Inc. (contract number GS-07F-9982H).

**Charlotte Business INclusion**Actions A and B

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

Action C

Construction contracts estimated to be less than \$300,000 are informal and are exempt from the goal setting process (Part A: Section 3.1. of the Charlotte Business INclusion Policy).

The City solicited bids only from City certified SBEs, therefore 100% of the project participation is being committed to the following certified firm: TEC Electric, LLC (SBE) (Part A: Section 2.3 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: General Facilities Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 32.**File #:** 15-3478 **Type:** Consent Item

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## **Craven Thomas Road/Robert Helms Road Streetscape Improvements**

**Action:**

**Approve a contract in the amount of \$236,000 with Woolpert North Carolina, PLLC to provide engineering services for the Craven Thomas Road/Robert Helms Road Streetscape Improvements project.**

**Staff Resource(s):**

Kristie Kennedy, Engineering & Property Management

**Explanation**

- The project was identified in the Prosperity Village Comprehensive Neighborhood Improvement Project (CNIP) with the goal to enhance mobility and safety for pedestrians and bicyclists.
- The project includes a combination of widened sidewalks, landscaping, pedestrian lighting, and identification signage in and around the six roundabouts at the center of the Prosperity Activity Center where it crosses Interstate -485.
- On March 18, 2014, the City issued a Request for Qualifications (RFQ) for Advance Planning for five CNIP areas. In response to the RFQ, the City received six proposals from interested professional service providers.
- The Project Team, consisting of City staff from the Charlotte Department of Transportation, Engineering & Property Management, Planning, and Neighborhood & Business Services evaluated the proposals and determined that Woolpert North Carolina, PLLC was the best qualified firm to meet the City's needs in terms of competence and professional services qualifications.
- On April 28, 2014, City Council approved a contract in the amount of \$179,000 with Woolpert North Carolina, PLLC for pre-planning services for the Prosperity Village CNIP. As part of the contract, the City included an option to continue services with the selected consultant as an incentive for good performance.
- Planning phase services for the project will include, but are not limited to:
  - Public meetings and outreach,
  - Coordination between City, North Carolina Department of Transportation, and Arts & Science Council staff,
  - Conceptual plans, and
  - Field surveys and mapping.
- The contract will provide planning phase services which includes public participation to identify alternates and study impacts of the planned improvements. The deliverable for this contract will be a final concept plan of improvements to take forward to design and construction. Completion of the planning work is anticipated by the end of 2017.
- Upon completion of the planning phase, a separate contract for design phase services will be presented to City Council for approval. As an incentive for good performance during the planning phase services, Woolpert North Carolina, PLLC could be offered this contract for design phase services.

**Background**

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- In November 2014, voters approved a Transportation Bond Referendum for \$20 million to begin work on five CNIP areas.
- After bond approval and also in November 2014, Woolpert North Carolina, PLLC was given Notice to Proceed on a contract for pre-planning and public involvement in the Prosperity Village Area to select improvements to fit within the allocated \$20 million CNIP budget.
- Based on the results of the pre-planning work, four projects in the Prosperity Village area have currently been selected for detailed planning.
  - Woolpert North Carolina, PLLC will be performing planning phase services on the Craven Thomas Road/Robert Helms Road Streetscape Improvements project.
  - Woolpert North Carolina, PLLC will also be performing planning phase services on the DeArmon Road Complete Street Improvements and will be presented at the July 25 Council meeting.
  - Engineering & Property Management In-house design staff will perform planning and design phase services on Jimmy Oehler Road Sidewalk and Prosperity Church Road Pedestrian Crossings.
  - Additional projects may be identified as a result of future development in the area.

**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). Woolpert North Carolina has committed 11.10% (\$26,210) of the total contract amount to the following certified firms:

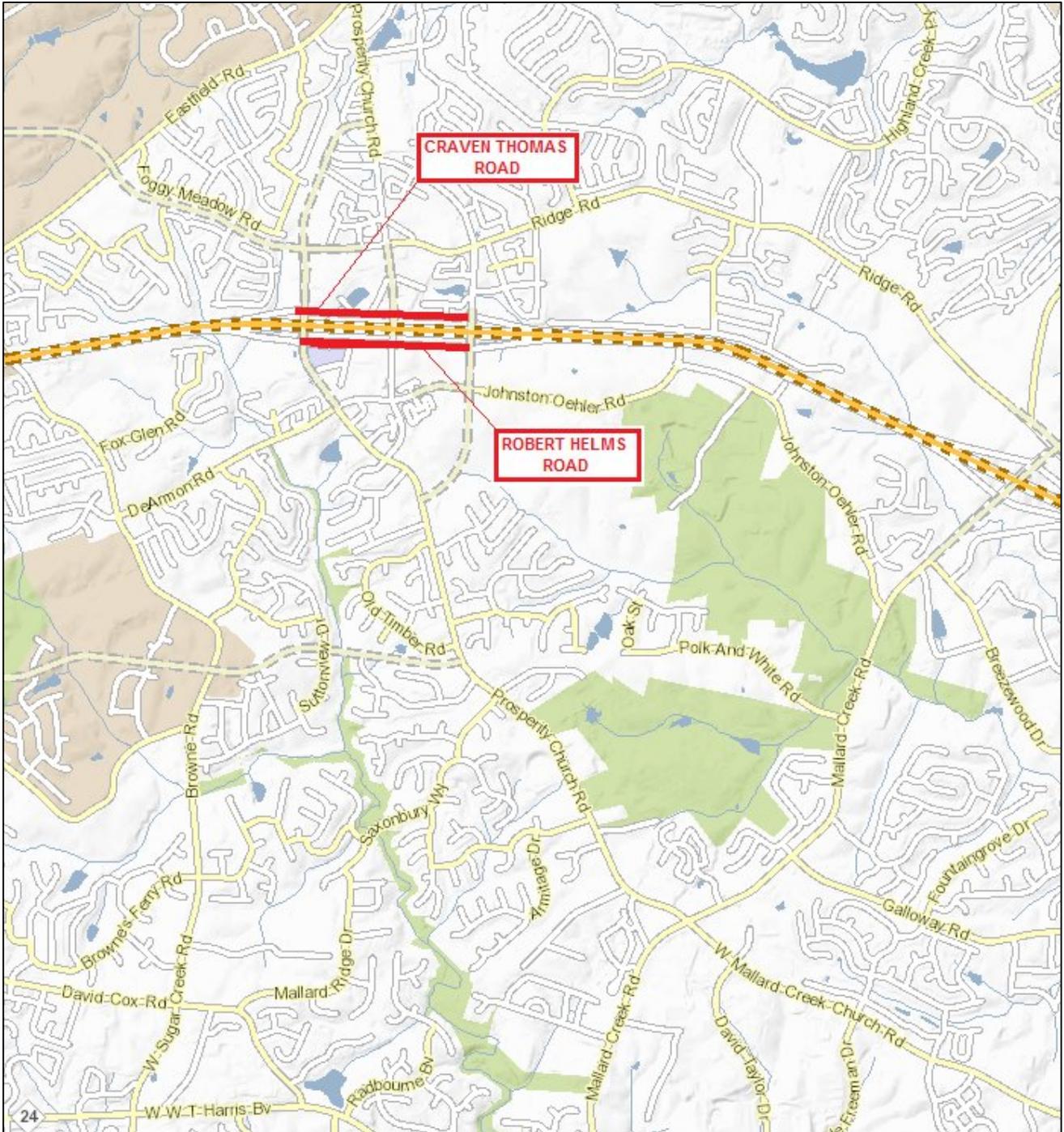
- Hartranft Lighting Design, LLC (SBE) (lighting design) (\$11,310)
- Hinde Engineering (SBE) (engineering consultant) (\$6,270)
- Schumacher Urban Projects (SBE) (community outreach) (\$5,180)
- Sweetwater Utility Exploration, LLC (SBE) (utility location) (\$3,450)

**Fiscal Note**

Funding: General Community Investment Plan

**Attachment**

Map



**Location Map: Craven Thomas Road / Robert Helms Road Streetscape Improvements (Council District 4)**



**Agenda Date:** 6/27/2016

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**Agenda #:** 33.**File #:** 15-3408 **Type:** Consent Item

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## **Fire Station Traffic Signal Upgrades**

**Action:**

**Award a contract in the amount of \$670,422.79 to the lowest responsive bidder, Whiting Construction Co., Inc., for the upgrade of traffic signals at fire stations.**

**Staff Resource(s):**

Charles Abel, Transportation

**Explanation**

- In partnership with Charlotte Fire Department (CFD), the Charlotte Department of Transportation (CDOT) installed traffic signals in front of 33 fire stations at locations where CFD reported fire trucks having difficulty entering the roadway.
- The contract with Whiting Construction Co., Inc. will allow upgrades to the 33 fire station traffic signals, including new traffic signal cabinets, traffic signal heads, and signage.
- In addition to 33 traffic signal upgrades, fiber optic cabling will be constructed to each signal to establish communications between the signals and CDOT's central system traffic management software, further adding to the citywide Intelligent Transportation System network.
- Communication with the fire station signals is necessary to implement the Transit and Emergency Vehicle Route Priority System project approved by City Council on July 28, 2014. The project will improve service to fire trucks and transit vehicles.
- On April 28, 2016, the City issued an Invitation to Bid for the Fire Station (Emergency) Signals Upgrade Project; only one bid was received from an interested service provider.
  - 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.
  - One week later, the City re-advertised the Invitation to Bid; two bids were received from interested service providers.
- Whiting Construction Co., Inc. was selected as the lowest responsive, responsible bidder.
- The project is anticipated to be complete by the second quarter of fiscal year 2017.

**Charlotte Business INclusion**

Established SBE Subcontracting goal: 7.00%

Committed SBE Subcontracting goal: 8.0%

Whiting Construction Co., Inc. met the established subcontracting goal, and has committed 8.0% (\$53,662) of the base bid amount to the following certified firms:

- M.H. Graves (SBE) (\$53,662) (sidewalk removal and replacement, and conduit and pullboxes installation)

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**Agenda #:** 33.**File #:** 15-3408 **Type:** Consent Item

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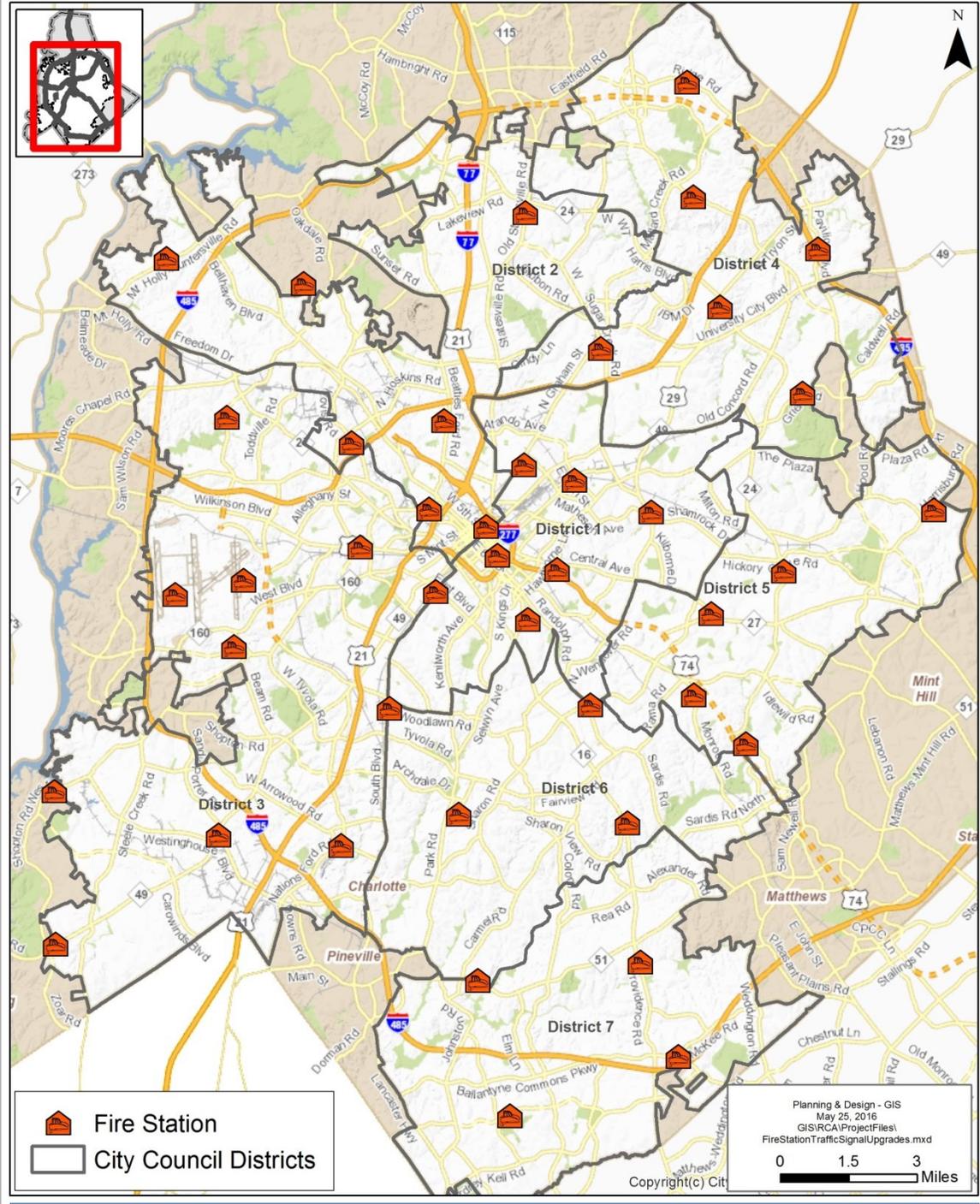
**Fiscal Note**

Funding: General Transportation Community Investment Plan

**Attachment**

Map  
Photo of Upgraded Signal

# Fire Station Traffic Signal Upgrades





EMERGENCY SIGNAL  
STOP ON  
RED





**Agenda Date:** 6/27/2016

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**Agenda #:** 34.**File #:** 15-3202 **Type:** Consent Item

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## Traffic Signal Cabinets

**Action:**

- A. Award a unit price contract to the lowest responsive bidder, Trafficware Group, for the purchase of traffic signal cabinets for a three-year term, 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):**

Charles Abel, Transportation

**Explanation**

- There are 760 signalized intersections in the city of Charlotte.
- Traffic signal cabinets house the equipment that run each signalized intersection.
- The contract with Trafficware Group will allow for the purchase of traffic signal cabinets for projects that require new install, replacement as result of traffic accidents, and upgrades to existing cabinets.
- On December 4, 2015, the City issued an Invitation to Bid; three bids were received from interested service providers.
  - The apparent low bidder, Econolite Products, Inc., submitted two traffic signal cabinets for evaluation. Neither cabinet met the bid specifications. Staff recommends the bid from Econolite Products, Inc. be rejected as non-responsive.
- Staff recommends the contract be awarded to Trafficware Group as the lowest responsive, responsible bidder.
- The unit price ranges from \$8,150 to \$9,290 depending on the size and equipment.
- Estimated annual expenditures are \$300,000.

**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).

**Fiscal Note**

Funding: General Transportation Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 35.**File #:** 15-3480 **Type:** Consent Item

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## **Private Developer Funds Appropriation**

**Action:**

**Adopt a budget ordinance appropriating \$4,000 in private developer funds for signal modifications from Dixie River Land Company, LLC.**

**Staff Resource(s):**

Scott Putnam, Transportation

**Explanation**

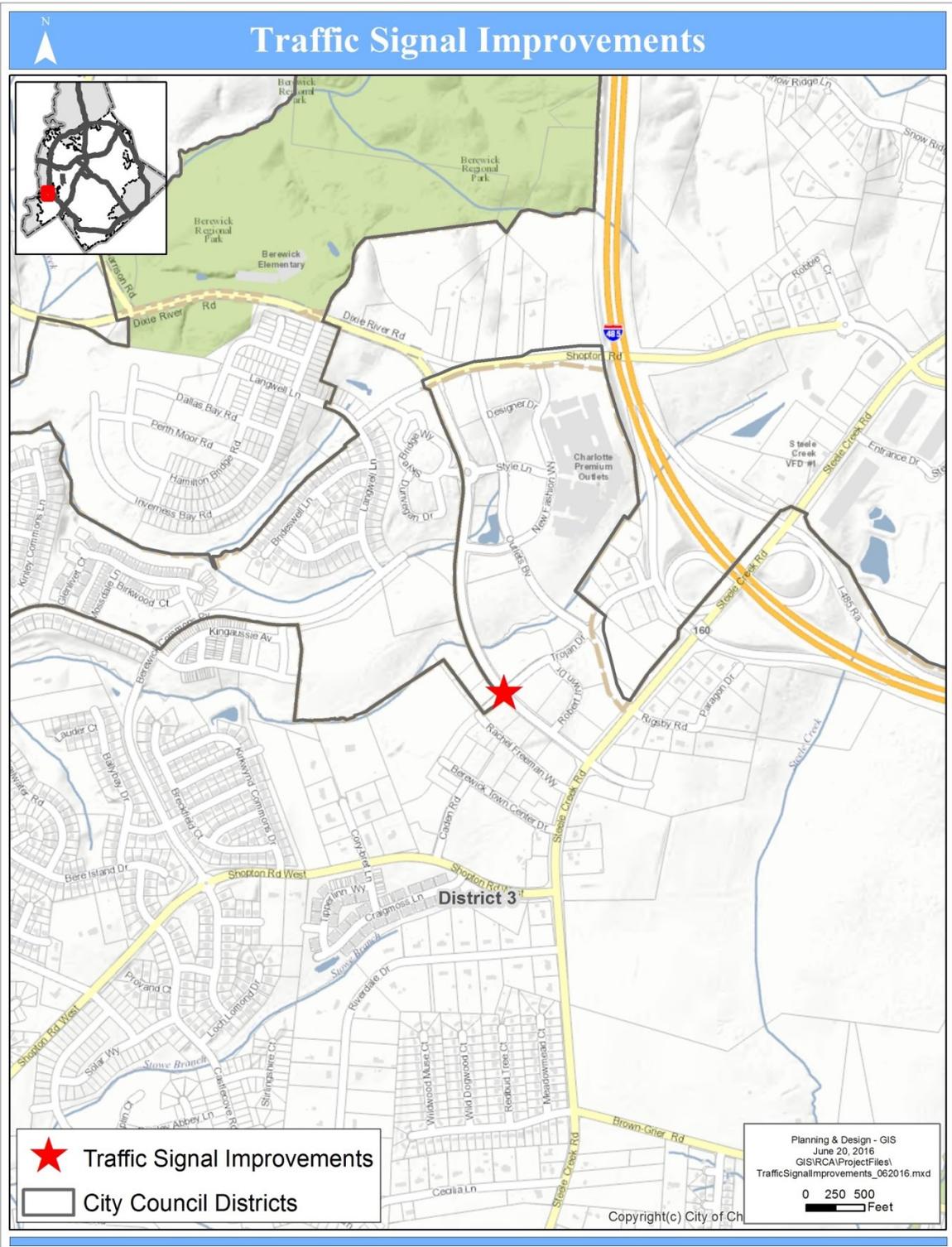
- Dixie River Land Company, LLC contributed funding in the amount of \$4,000 for signal modifications at the intersection of Dixie River Road and Trojan Drive.
- Payments made by the developers are in response to an estimate of work prepared by the Charlotte Department of Transportation (CDOT) and supplied to the developers.
- The \$4,000 is restricted to traffic signals, upgrades, and related work associated with the developer projects.
- 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 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$4,000 FOR TRAFFIC SIGNAL IMPROVEMENTS**

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

Section 1. That the sum of \$4,000 hereby estimated to be available from the following private developer sources:

Dixie River Land Company, LLC (\$4,000)

Section 2. That the sum of \$4,000 is hereby appropriated in the General Capital Investment Fund (4001) into the following project:

Signal Mod Trojan Drive and Dixie River Road - 4292000195 (\$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: 6/27/2016

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Agenda #: 36.File #: 15-3485 Type: Consent Item

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## Northeast Corridor Infrastructure Program Projects

### Action:

- A. Approve a contract in the amount of \$607,000 with DRMP, Inc. for engineering services for the JW Clay Boulevard Streetscape Improvements,**
- B. Approve a contract in the amount of \$375,900 with Parsons Brinckerhoff, Inc. for engineering services for the Parkwood Avenue Streetscape Improvements,**
- C. Approve a contract in the amount of \$208,000 with Stantec Consulting Services, Inc. for engineering services for the Tom Hunter Streetscape Improvements, and**
- D. Approve a contract in the amount of \$650,000 with RS&H Architects-Engineers-Planners for engineering services for the North Tryon/36<sup>th</sup> Street Streetscape Improvements.**

### Staff Resource(s):

Jim Keenan, Engineering & Property Management

### Explanation

- These contracts 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.
- On February 17, 2014, the City issued a request for Qualifications (RFQ) for advance preliminary planning for the Northeast Corridor Infrastructure Improvement projects. City Council approved these projects as part of the City's Fiscal 2014-2018 General Community Investment Plan. 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 service contracts with the consultants for the respective projects listed in the above Actions A-D. As part of the contract, the City included an option for the selected consultant to provide 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 the consultants listed in the above Actions A-D as best meeting the City's needs in terms of qualifications and experience.

### Charlotte Business INclusion

#### Action A

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1

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**Agenda #: 36.File #: 15-3485 Type: Consent Item**

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(h) of the Charlotte Business INClusion Policy). DRMP has committed 14.25% (\$86,500) of the total contract amount to the following certified firms:

- Hinde Engineering (SBE) (\$72,500) (utility coordination & design)
- Carolina Wetlands (SBE) (\$14,000) (natural resources permitting)

**Action B**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INClusion Policy). Parsons Brinkerhoff has committed 24.20% (\$86,150) of the total contract amount to the following certified firms:

- Hinde Engineering (SBE) (\$86,150) (utility coordination & design)

**Action C**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INClusion Policy). Stantec Consulting has committed 10.05% (\$18,900) of the total contract amount to the following certified firms:

- The Dodd Studio (SBE) (\$18,900) (landscape architecture)

**Action D**

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INClusion Policy). RS&H Architects has committed 12.51% (\$81,338.74) of the total contract amount to the following certified firms:

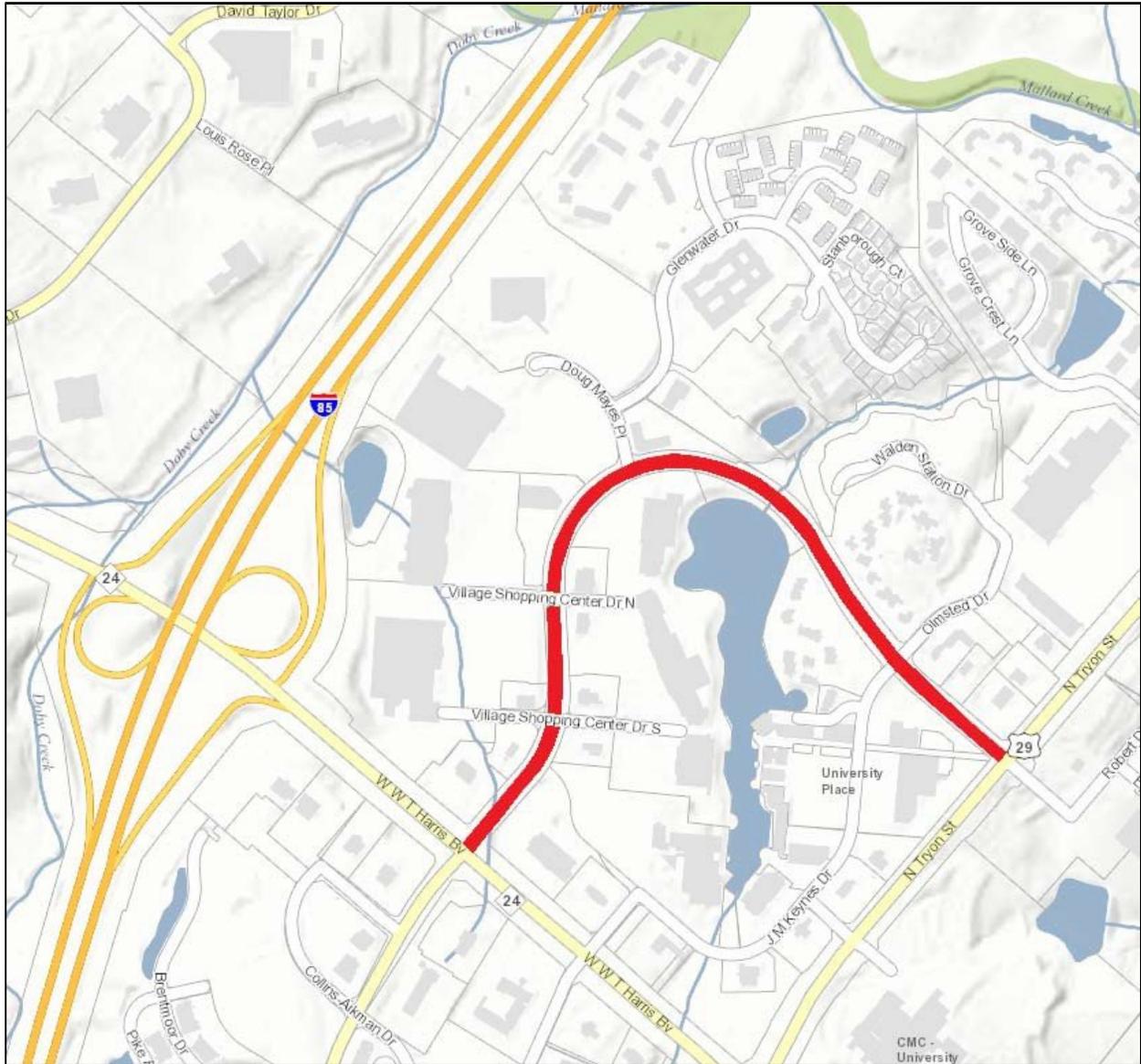
- Carolina Wetlands (SBE) (natural resources permitting) (\$12,865.74)
- Spot'em Inc. (MBE) (\$15,345) (utility locating)

**Fiscal Note**

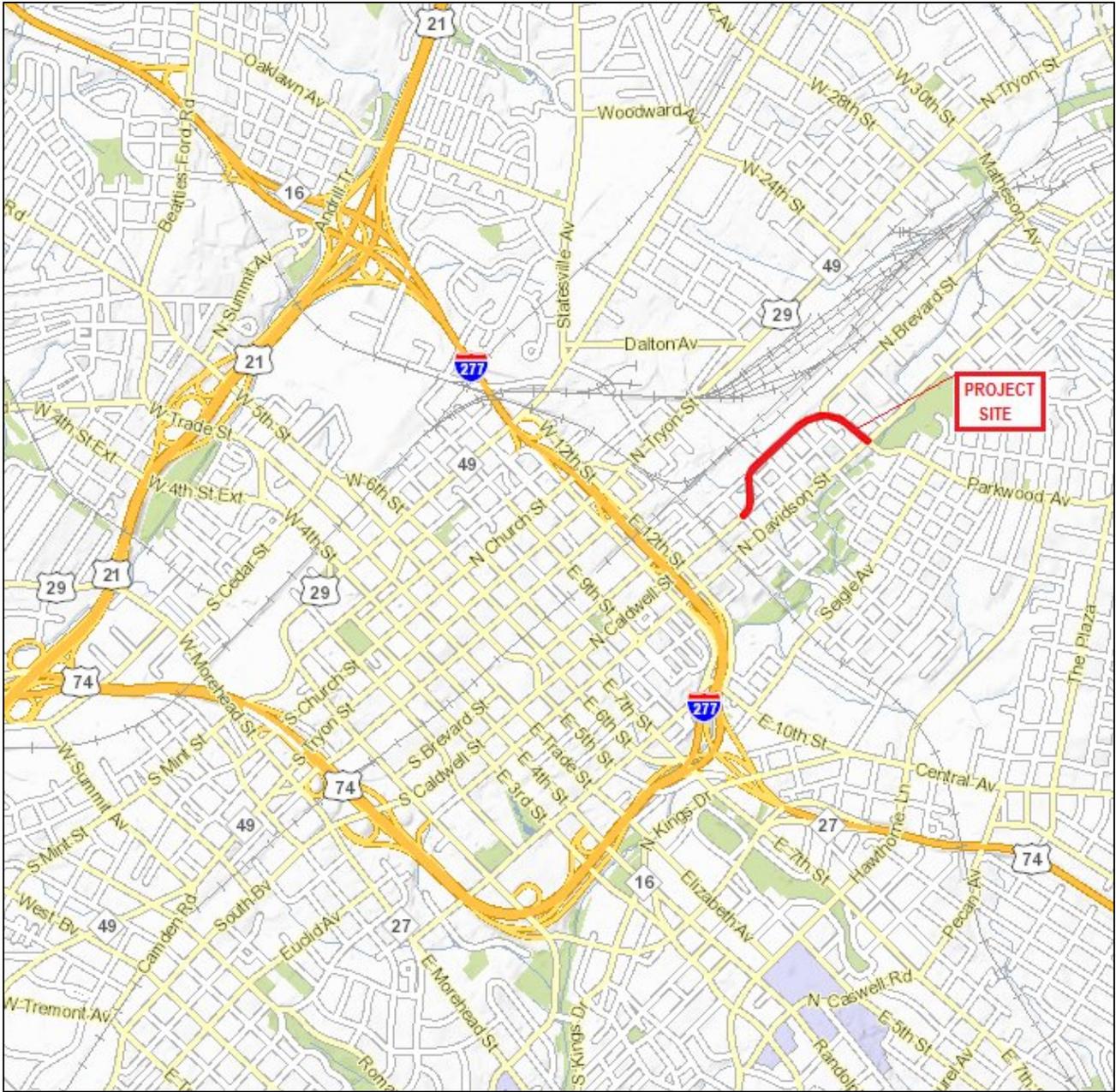
Funding: General Community Investment Plan

**Attachment**

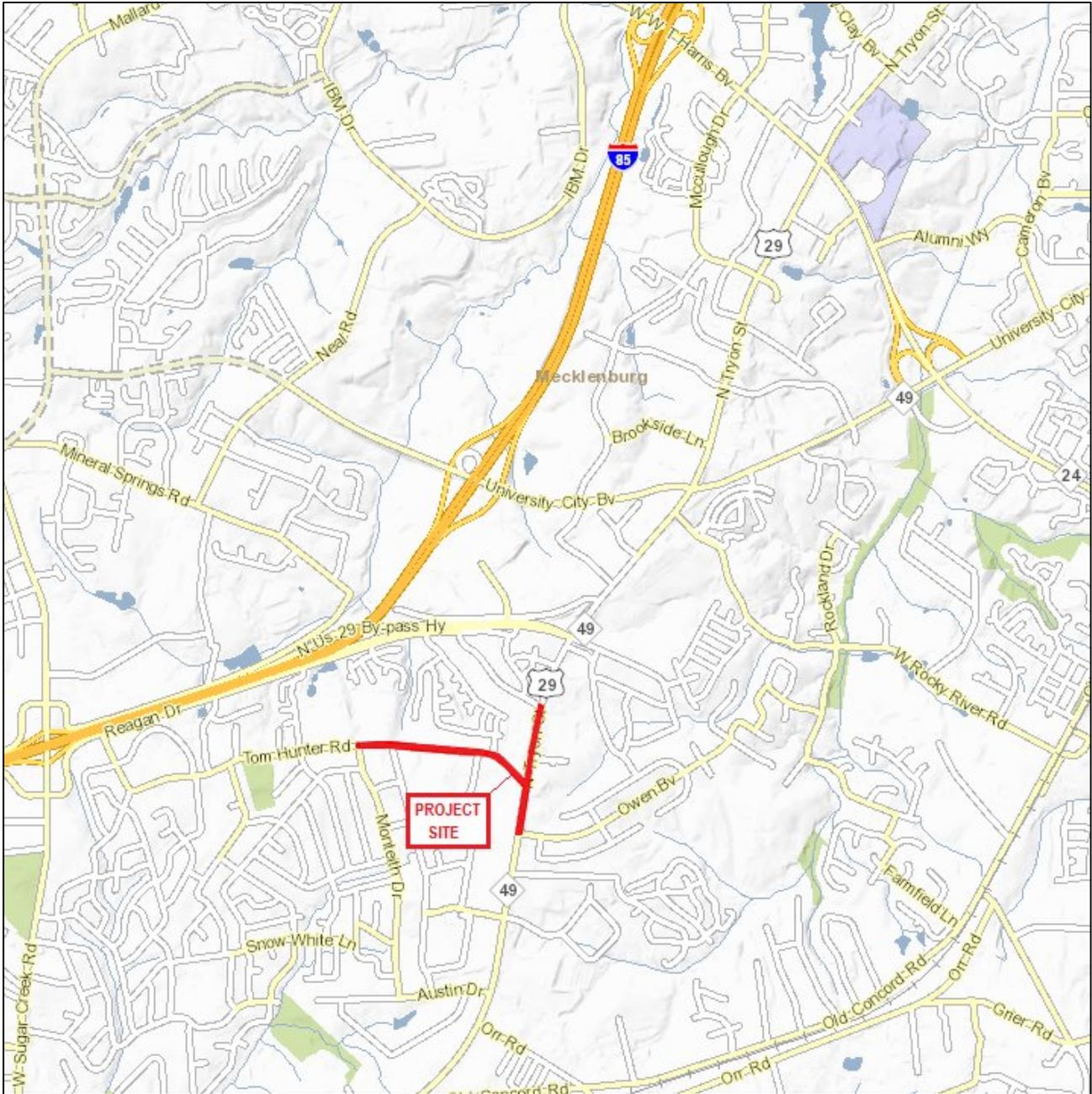
Maps



**Location Map: Northeast Corridor Infrastructure Program Projects –  
JW Clay Boulevard Streetscape Improvements  
(Council District 4)**



**Location Map: Northeast Corridor Infrastructure Program Projects –  
Parkwood Avenue Streetscape Improvements  
(Council District 1)**



**Location Map: Northeast Corridor Infrastructure Program Projects –  
Tom Hunter Streetscape Improvements  
(Council District 1)**





**Agenda Date:** 6/27/2016

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**Agenda #:** 37.**File #:** 15-3472 **Type:** Consent Item

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## **Aviation Annual Financial Report Design Services**

**Action:**

- A. Approve a unit price contract with Granite Sky Creative Group, Inc. for annual report graphic design 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):**

Brent Cagle, Aviation

**Explanation**

- The Annual Report is a financial document that will promote better transparency of the Airport's year-end financial condition to include: assets, liabilities, cash flow, and capital improvement program.
  - This financial document is also used in the Aviation industry, by at least the top 10 Airports nationwide, to provide statistical data for benchmarking and process improvement planning.
  - This comprehensive financial document is available to key stakeholders, including bond agencies, financial institutions relative to investment relations, constituents, City Council, media, and other interested parties to communicate the Airport's financial position.
- Following a competitive process in 2015, Aviation selected Granite Sky Creative Group, Inc. for the design services associated with the Airport's Fiscal Year 2015 Annual Report.
- A waiver of competitive solicitation was granted for the current contract because of Aviation's success with Granite Sky Creative Group, Inc. in the development of the Fiscal Year 2015 Annual Report, and based on consideration of the additional costs and time requirements with onboarding a new design firm.
- Granite Sky Creative Group Inc. will provide graphic design, proofing, editing, color palates, and working copies of the document during all stages of the Annual Report development.
- The company will be paid unit prices as specified in the contract, a copy of which is available upon request.
- Estimated contract expenditures are \$48,000 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).

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**Agenda #:** 37.**File #:** 15-3472 **Type:** Consent Item

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**Fiscal Note**

Funding: Aviation Operating Budget



**Agenda Date:** 6/27/2016

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**Agenda #:** 38.**File #:** 15-3318 **Type:** Consent Item

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## **Airport Concourse A Signage Design Services**

### **Action:**

- A. Approve a contract in the amount of \$131,060 with Gresham Smith and Partners/NC, P.C. for Concourse A Expansion Signage Design for the Airport,**
- B. Approve a contract in the amount of \$111,580 with Gresham Smith and Partners/NC, P.C. for Concourse A Renovation Signage Design for the Airport, and**
- C. Adopt a budget ordinance appropriating \$242,640 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

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

Jack Christine, Aviation

### **Explanation**

- The Airport requires directional signage and wayfinding for passengers as part of the Terminal Rehabilitation and Concourse A Expansion Phase I projects. This design project will leverage the effort of the Signage and Wayfinding Master Plan (Plan) that is currently underway.
- The contract with Gresham Smith and Partners/NC, P.C. (GS&P) will provide design services specifically for the Concourse A Renovation and Concourse Expansion projects. The design elements of these signage packages must be consistent with the Plan. Using the same firm ensures consistency, thus the selection of GS&P for this work.
- Aviation anticipates submitting future City Council actions for additional signage design, construction, and installation services.

### **Background**

- One of Aviation's six guiding principles is Customer Focus and providing a superior travel experience. With 96 gates located throughout a 1.8 million square foot terminal building and expansive parking operations, signage is an important component in providing a superior travel experience.
- On December 14, 2015, the City Council approved a contract with GS&P to develop the Plan. Aviation selected the firm based on its wayfinding master planning experience at large hub airports.
- The Plan is a three part process, which includes:
  - An assessment of all existing signage,
  - The development of a comprehensive signage and wayfinding plan, and

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**Agenda #: 38.File #: 15-3318 Type: Consent Item**

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- A documented set of signage standards that will be used by other architectural and engineering firms to complete signage design documents for future projects.
- The Plan is currently progressing on schedule and on budget, with an anticipated completion date of December 2016.
- As the Plan progresses, the Airport continues to rapidly build to meet customer demand. To ensure that the Airport's immediate expansion and renovation projects are signed consistently with the Plan that is under development, the Airport is recommending that GS&P complete the design for two sign packages that are needed to maintain construction schedules on Concourse A.

**Charlotte Business INClusion**Action A

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INClusion Policy). GS&P/N.C, P.C. has committed 3.82% (\$5,000) of the total contract amount to the following certified firm:

- Robinson Thinks (SBE) (\$5,000) (signage design)

Action B

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INClusion Policy). GS&P/N.C, P.C. has committed 4.12% (\$4,600) of the total contract amount to the following certified firm:

- Robinson Thinks (SBE) (\$4,600) (signage design)

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Budget Ordinance

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$242,640 TO THE AVIATION COMMUNITY INVESTMENT PLAN FUND FOR CONCOURSE A SIGNAGE DESIGN EXPANSION AND REHABILITATION SIGNAGE DESIGN

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

- Section 1. That the sum of \$242,640 is available from the Aviation Discretionary Fund for a rehabilitation signage design contract and a Concourse A expansion signage design contract with GS&P/NC, P.C.
- Section 2. That the sum of \$131,060 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901608 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 3. That the sum of \$111,580 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901536 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 4. 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 5. All ordinances in conflict with this ordinance are hereby repealed.
- Section 6. This ordinance shall be effective upon adoption.

Approved as to form:

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



**Agenda Date:** 6/27/2016

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**Agenda #:** 39.**File #:** 15-3317 **Type:** Consent Item

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## **Airport Special Inspections and Construction Materials Testing**

**Action:**

- A. Approve a contract in the amount of \$950,000 with Terracon Consultants Inc. for Special Inspections and Construction Material Testing for various Terminal area projects, and**
  
- B. Adopt a budget ordinance in the amount of \$590,000 from the Aviation Discretionary Fund and in the amount of \$360,000 from the 2016 Aviation Revenue Anticipation Notes Proceeds to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- Special inspections and construction material testing are required for several projects in and around Concourse E that are being constructed over a period of 36 months. These projects include the East Terminal Expansion Phase II, Concourse E Expansion, Concourse E Baggage Transfer Facility, Ramp E Expansion, and airlines support space addition.
- Given the close proximity of these projects, the Aviation Department selected one firm to provide these services in order to capture operational and monetary efficiencies.
- On February 3, 2014, the City issued a Request for Qualifications for testing services; 11 proposals were received from interested service providers.
- Terracon Consultants, Inc. was one of six testing firms selected for a pool for project work.
- The Aviation Department selected Terracon, Inc. to perform testing services for this project because of their special inspections experience with buildings.

**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.)

Terracon Consultants Inc. has committed 9.05% (\$86,000) of the total contract amount to the following certified firms:

- CWI Services Inc. (SBE) (\$60,000) (construction inspection services)
- Capstone Civil Engineering (SBE, MBE) (\$26,000) (concrete and geotechnical soils testing)

**Fiscal Note**

Funding: Aviation Community Investment Plan

**Attachment**

Project Funding Breakdown

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**Agenda #:** 39.**File #:** 15-3317 **Type:** Consent Item

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Budget Ordinance

TERRACON Consultants, Inc.	
Various Concourse E Projects	
Projects	TOTALS
East Terminal Phase II	\$ 360,000
Concourse E Phase 8 (9 gate/4 gate)	320,000
Concourse E Phase 8 Training Facility	60,000
Lavatory /Ground Service Equipment Fueling Station	125,000
Transfer point/Automated Baggage Reroute Station	85,000
Contract Total	\$ 950,000

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$950,000 TO THE AVIATION COMMUNITY INVESTMENT PLAN FUND FOR SPECIAL INSPECTIONS AND CONSTRUCTION MATERIAL TESTING FOR VARIOUS TERMINAL AREA PROJECTS

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

- Section 1. That the sum of \$590,000 is available from the Aviation Discretionary Fund and a sum of \$360,000 is available from the 2016 Aviation Revenue Anticipation Notes Proceeds for the special inspections and construction material testing contract with Terracon Consultants Inc.
- Section 2. That the sum of \$360,000 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects: East Terminal Phase II
- |         |            |
|---------|------------|
| Fund    | 6072       |
| Project | 4020901516 |
| Source  | 3500       |
| Type    | 35001000   |
| Year    | 2016       |
- Section 3. That the sum of \$320,000 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects: Concourse E Phase 8 (9 gate/4 gate)
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901529 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 4. That the sum of \$60,000 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects: Concourse E Phase 8 Training Facility
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901602 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 5. That the sum of \$125,000 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects: (Lavatory/Ground Service Equipment Fueling Station)
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901523 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 6. That the sum of \$85,000 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects: Transfer Point/Automated Baggage Reroute Station
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901530 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 7. 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 8. All ordinances in conflict with this ordinance are hereby repealed.
- Section 9. This ordinance shall be effective upon adoption.

Approved as to form:

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City Attorney



**Agenda Date:** 6/27/2016

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**Agenda #:** 40.**File #:** 15-3294 **Type:** Consent Item

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## **Airport Asphalt Mill and Replacement**

**Action:**

**Award a contract in the amount of \$1,665,975 to the lowest responsive bidder Blythe Construction, Inc. for the Taxiway Pavement Rehabilitation project.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Airport's Pavement Management Program has identified Taxiways A, D, and R for rehabilitation of the asphalt pavement to extend the useful life of these surfaces and maintain operational capacity.
- The project will mill and resurface the existing asphalt pavement and will replace the edge lighting, and pavement markings.
- On April 29, 2016, the City issued an Invitation to Bid; however, due to not receiving at least three bids, the City re-advertised an Invitation to Bid on May 19, 2016. In response to the re-advertised Invitation to Bid, three proposals were received from interested service providers.
- Blythe Construction, Inc. was selected as the lowest responsive, responsible bidder.

**Disadvantaged Business Enterprise (DBE)**

Established DBE Goal: 7.00%

Committed DBE Goal: 7.25%

Blythe Construction, Inc. exceeded the established subcontracting goal and has committed 7.25% (\$120,800) of the bid amount to the following certified firms:

- Yenrof Trucking LLC (DBE, SBE, MBE) (\$117,000) (hauling millings, asphalt)
- Martin Landscaping Co. Inc (DBE, SBE, MBE) (\$3,800) (seeding and mulching)

**Fiscal Note**

Funding: Aviation Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 41.**File #:** 15-3340 **Type:** Consent Item

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## **Airfield Lighting Equipment and Parts**

### **Action:**

- A. Approve the purchase of airfield lighting equipment and parts for repairs, as authorized by the sole source exemption of G.S. 143-129 (e)(6),**
- B. Approve a unit price contract with ADB Airfield Solutions for the purchase of airfield lighting equipment and parts for repairs for the term of three years, and**
- C. 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

### **Sole Source Exemption**

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for standardization and compatibility with existing ADB Airfield Solutions equipment.
- The City Council must approve purchases made under the sole source exception.

### **Explanation**

- The Charlotte Douglas International Airport is the world's sixth busiest airfields with over 546,000 take-offs and landings in Fiscal Year 2015.
- The Airport's airfield's lighting system consists of 7,598 lighting fixtures and signs, four emergency generators that provide 100% backup, approximately 600 miles of electrical cable, and eight computer stations that operate the system.
- The Aviation Department's team of airfield electricians maintains the airfield lighting system, consisting of edge lights, centerline lights, touchdown zone lights, taxiway edge lights, and centerline lights. The staff also maintains the runway and taxiway directional signs.
- ADB Airfield Solutions is the vendor and supplier of this equipment. The company provides the majority of system parts as either original equipment manufacturer or as the proprietary computer equipment provider.
- The contract with ADB Airfield Solutions allows the purchase of various runway and taxiway lighting repair parts and equipment.

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**Agenda #: 41. File #: 15-3340 Type: Consent Item**

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- The contract term is three years with two, one-year renewals at the City's discretion.
- The total cost for the first three years is estimated at \$2,000,000.

**Charlotte Business INclusion**

This is a sole source contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Aviation Operating Budget and Aviation Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 42.**File #:** 15-3286 **Type:** Consent Item

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## **Airport Passenger Boarding Bridge Maintenance Services**

**Action:**

- A. Approve a three-year contract with National Jetbridge Services for maintenance services for passenger boarding bridges, and**
  
- B. Authorize the City Manager to renew the contract for up to two, 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**

- Passenger boarding bridges (PBBs) provide passengers a secure and dry pathway from the terminal building to aircraft.
- Aviation currently maintains 58 PBBs and anticipates acquiring more in the next 12 months due to the transition to a common use gate system, airline requests for additional boarding bridges, as well as installation of new gates.
- PBBs require significant preventative maintenance and repair because of excessive use and mechanical complexity.
- The contract with National Jetbridge Services will provide maintenance services on a routine basis in order to keep service interruptions to a minimum.
- On April 18, 2016, the City issued a Request for Proposal (RFP) for Passenger Boarding Bridge Maintenance Services. In response to the RFP, the City received two proposals from interested service providers.
- Aviation staff evaluated and determined National Jetbridge Services as the firm to best meet the City's needs based on depth of knowledge, dependability, and experience.
- The Airport will provide all repair parts and materials needed for these maintenance services.
- Annual estimated cost for contracted services is \$200,000.

**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:** 6/27/2016

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**Agenda #:** 43.**File #:** 15-3468 **Type:** Consent Item

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## **Airport South Campus Duct Bank Design Services**

**Action:**

**Approve a contract in the amount of \$136,350 to Delta Airport Consultants, Inc. for civil engineering design services for the Airport South Campus Communications project.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Airport is in the process of augmenting and extending its communications infrastructure to support the south campus of the Airport, which includes a number of cargo, maintenance, and training facilities.
- In order to provide a protected pathway for the installation of new fiber optic cabling, this project includes approximately 19,000 linear feet of 4-way, 4-inch conduit encased in a concrete duct bank.
- The contract with Delta Airport Consultants, Inc. will provide design services for this underground duct bank, including associated surveying and exploration of existing utilities in the proposed pathway.
- 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 services providers.
- Aviation selected Delta Airport Consultants, Inc. as one of three vendors to provide future airfield engineering services.
- Delta Airport Consultants, Inc. was selected for this project based on its airfield civil design experience, and its experience in Federal Aviation Administration design and traffic control standards.

**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 has committed 12.91% (\$17,600) of the total contract amount to the following certified firm:

- Accutech Surveying and Mapping, LLP (SBE) (\$17,600) (ground surveying)

**Fiscal Note**

Funding: Aviation Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 44.**File #:** 15-3429 **Type:** Consent Item

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## **Airport Waste Hauling and Disposal Services**

**Action:**

- A. Approve a three-year contract with Waste Management of the Carolinas for airport waste hauling and disposal, 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**

- Waste Management of the Carolinas will perform waste hauling and disposal services for the main terminal building, terminal ramp, and 10 outlying areas of the Airport properties.
- On March 28, 2016, the City issued a Request for Proposal (RFP) for Airport Waste Hauling. In response to the RFP, the City received two proposals from interested service providers.
- Aviation staff evaluated and selected Waste Management of the Carolinas as the company best to meet the City's needs based on depth of knowledge, dependability, experience, and ability to provide the proposed services.
- The annual cost of these services is an estimated \$800,000; the total estimated value of the contract for the three-year term is \$2,400,000.

**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: 6/27/2016

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Agenda #: 45.File #: 15-3355 Type: Consent Item

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## On-Call Airport Communication Cabling Installation Services

### Action:

**A. Approve contracts with the following companies for on-call Airport communication cabling installation services for an initial term of three years:**

- **AFL Network Services, Inc.,**
- **Cabling Solutions, Inc. Technology Integrators,**
- **Communication Management, Inc.,**
- **Universal Voice/Data, and**
- **Xzact Technologies, Inc., 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 contracts were approved.**

### Staff Resource(s):

Brent Cagle, Aviation

### Explanation

- The Aviation Department has regular and ongoing needs for communication cabling services, which require the companies to provide turn-key, end-to-end services and/or installations for various projects, including new construction and renovations.
- Cabling projects vary depending on the timing, complexity, and scope of work. Aviation currently uses a pool of vendors to obtain quotes for Airport communication cabling services on an as-needed basis.
- On January 21, 2016, the City issued a Request for Proposal (RFP) for On-Call Airport Communication Cabling Installation Services. In response to the RFP, the City received six proposals from interested service providers.
- Aviation staff evaluated the proposals and determined that the companies listed above in Action A. best meet the City's needs in terms of qualifications, experience, staffing, cost, approach to the work, and responsiveness to RFP requirements.
- Aviation selected multiple providers to ensure alternative solutions, flexibility, and availability in the provision of services to best fit the particular needs of each cabling project.
- The companies will be paid the hourly rates and unit prices set forth in the contracts, copies of which are available upon request.
- The contracts give the City the option to renew for two additional, one-year terms at hourly rates and unit prices to be negotiated based on market conditions.
- Estimated contract expenditures are anticipated to be \$400,000 annually in the aggregate across all contracts.

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**Agenda #:** 45.**File #:** 15-3355 **Type:** Consent Item

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**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:** 6/27/2016

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**Agenda #:** 46.**File #:** 15-3449 **Type:** Consent Item

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## **Light Rail Vehicle Coupler Overhaul Services**

**Action:**

- A. Approve a contract for up to \$1.1 million with Dellner, Inc. for Coupler Subsystem Overhaul services, and**
  
- B. Authorize the City Manager to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Allen Smith III, CATS

**Explanation**

- The Light Rail Vehicle Fleet Overhaul project was established to ensure that the Light Rail Vehicles (LRVs) are maintained and serviced properly to reach their 30 year useful life.
- The service contract for the Siemens S70 Coupler Subsystem Overhaul will follow original equipment manufacturers recommended service intervals for the Dellner coupler and overhaul.
- The coupler is the mechanism that connects one rail vehicle mechanically (physically) to another, allowing them to operate (electronically) as one train.
- On May 19, 2016, the City issued a Request for Proposal (RFP) for Dellner Coupler Overhaul Services. In response to the RFP, the City received one proposal from interested service providers.
- CATS staff evaluated the proposal and determined that Dellner, Inc. best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.

**Disadvantaged Business Enterprise (DBE)**

Pursuant to the Department of Transportation DBE Program, subpart C, no DBE utilization goal was set for this solicitation due to limited subcontracting opportunities

**Fiscal Note**

Funding: CATS Community Investment Plan



**Agenda Date:** 6/27/2016

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**Agenda #:** 47.**File #:** 15-3302 **Type:** Consent Item

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## **CityLYNX Gold Line Spare Parts**

### **Action:**

- A. Approve the purchase of CityLYNX Gold Line spare parts as authorized by the sole source exemption of G.S. 143-129 (e)(6), and**
- B. Approve a contact in the amount of \$149,928 with Gomaco Trolley Co. for the purchase of CityLYNX Gold Line spare parts.**

### **Staff Resources(s):**

Allen Smith III, CATS

### **Sole Source Exemption**

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for this contract because many of the spare parts are not available from any source other than Gomaco Trolley Co. Compatibility and the preservation of the vehicle manufacturer's warranty are overriding considerations.
- The City Council must approve purchases made under the sole source exception.

### **Explanation**

- The CityLYNX Gold Line operates using three Gomaco replica trolley vehicles. The City purchased the trolley vehicles in 2003.
- Due to the small size of the City's fleet, repairs to the trolleys have to quickly occur to avoid service disruptions.
- The contract with Gomaco Trolley Co. will allow CATS to have an inventory of original equipment manufacturer (OEM) parts to perform daily maintenance and repair work on the trolley vehicles. These OEM parts meet the required specification standards, keeping the Gomaco trolleys safe and at optimum performance.

### **Charlotte Business INclusion**

This is a sole source contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

### **Fiscal Note**

Funding: General Community Investment Plan



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Agenda #: 48.File #: 15-3490 Type: Consent Item

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## Kimberton Drive Storm Drainage Improvement Project

### Action:

**Award a contract in the amount of \$499,961 to the lowest responsive bidder B&N Grading, Inc. for the Kimberton Drive Storm Drainage Improvement project.**

### Staff Resource(s):

Stewart Edwards, Engineering & Property Management

### Explanation

- The project will improve 960 feet of existing storm drainage infrastructure, reducing flooding of streets and homes on four properties on Kimberton Drive and five properties on Needham Drive, within the Oxford Hunt Neighborhood located off Alexander Road.
- The work will include:
  - Replacement of storm drainage pipes and structures,
  - Curb and gutter, driveways, and
  - Asphalt pavement repair.
- On April 11, 2016, the City issued an Invitation to Bid for Kimberton Drive Storm Drainage Improvement project; seven bids were received from interested service providers.
- B&N Grading, Inc. was selected as the lowest responsive, responsible bidder.
- B&N Grading, Inc. is a SBE.
- The project is anticipated to be complete by second quarter of 2017.

### Charlotte Business INclusion

Established SBE Goal: 14.00%

Committed SBE Goal: 19.00%

B&N Grading, Inc. exceeded the established SBE subcontracting goal, and has committed 19.00% (\$95,000) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- Jones Grading & Fencing, Inc. (SBE, MBE) (\$55,000) (grading)
- Streeter Trucking Company, Inc. (SBE, MBE) (\$25,000) (hauling)
- R.R.C. Concrete Inc. (SBE) (\$15,000) (curb & gutter)

Established MBE Goal: 5.00%

Committed MBE Goal: 16.00%

B&N Grading, Inc. exceeded the established MBE subcontracting goal, and has committed 16.00% (\$80,000) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- Jones Grading & Fencing, Inc. (SBE, MBE) (\$55,000) (grading)

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**Agenda #: 48.File #: 15-3490 Type: Consent Item**

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- Streeter Trucking Company, Inc. (SBE, MBE) (\$25,000) (hauling)

**Fiscal Note**

Funding: Storm Water Community Investment Plan

**Attachment**

Map





**Agenda Date:** 6/27/2016

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**Agenda #:** 49.**File #:** 15-3486 **Type:** Consent Item

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## **First Ward Storm Drainage Improvements Change Order**

**Action:**

**Approve change order #1 for \$219,582 to Sealand Contractors, Corp. for the First Ward Storm Drainage Improvement project.**

**Staff Resource(s):**

Jennifer Smith, Engineering & Property Management

**Explanation**

- The First Ward Storm Drainage Improvement project includes:
  - Grading,
  - Storm drainage pipe and structures,
  - Paving,
  - Sidewalks,
  - Curb and gutter,
  - Driveways, and
  - Sanitary sewer pipe replacement.
- On January 12, 2015, City Council awarded the original contract in the amount of \$1,524,892.60 with Sealand Contractors, Corp.
- Change order #1 in the amount of \$219,582 will provide funds to accommodate the following overruns in contract items:
  - Rock removal exceeds the quantity that was estimated based on the subsurface analysis.
  - There is additional backfill material due to the volume of rock encountered and the poor composition of the remaining on-site soil.
- The total value of the contract including this change order is \$1,744,474.60; funding is available in the budget.
- The project will be completed by June 30, 2016.

**Charlotte Business INclusion**

All additional work involved in this change order will be performed by Sealand Contractors, Corp. and their existing subcontractors (Part D: Section 6 of the Charlotte Business INclusion Policy).

**Fiscal Note**

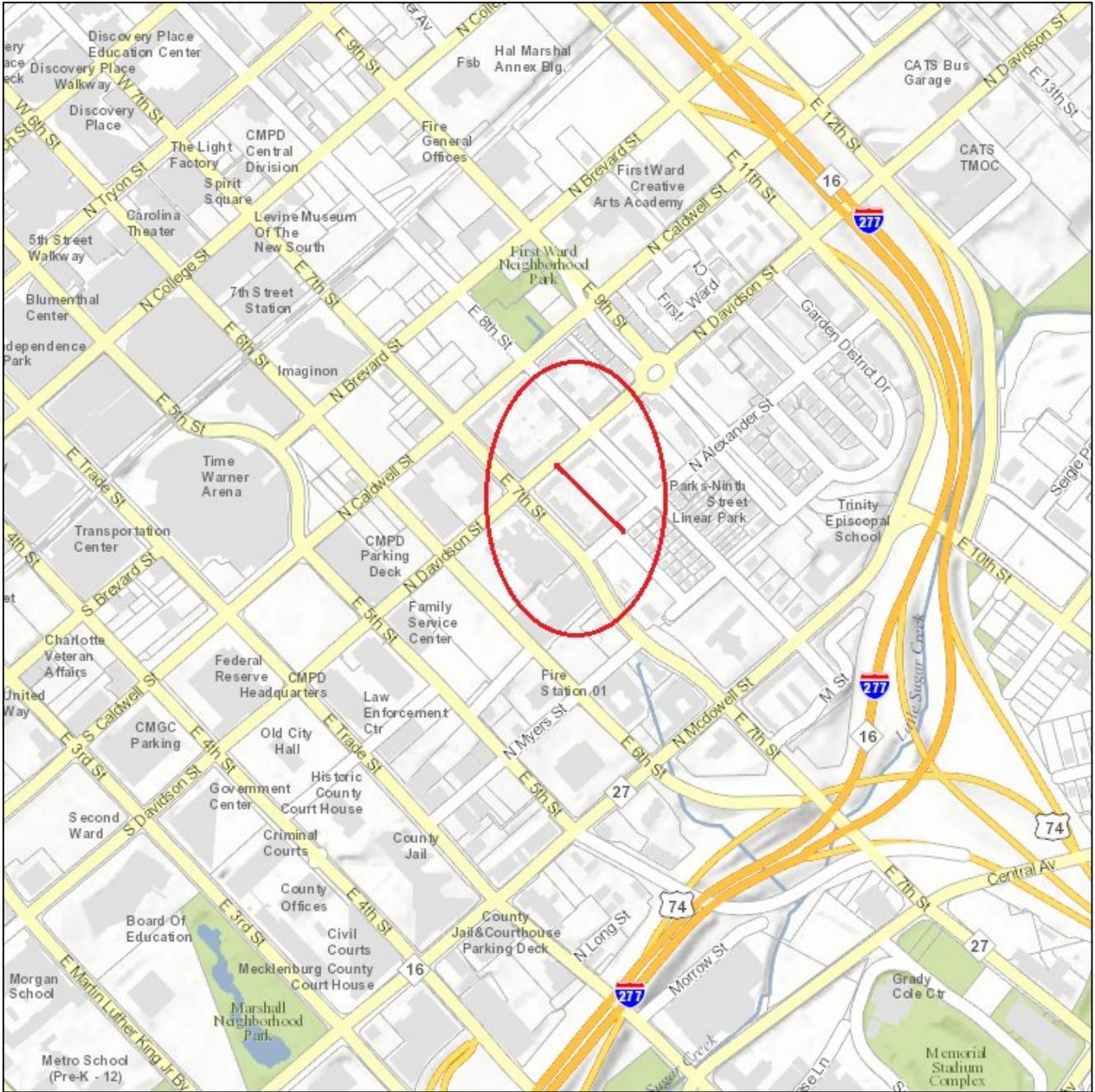
Funding: Storm Water Capital Investment Plan

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**Agenda #:** 49.**File #:** 15-3486 **Type:** Consent Item

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**Attachment**  
Map



**Location Map: First Ward Storm Drainage Improvement Project (Council District 1)**



Agenda Date: 6/27/2016

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Agenda #: 50.File #: 15-3409 Type: Consent Item

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## Stream Restoration Related to Sanitary Sewer Repairs Amendment

### Action:

**Approve contract amendment #1 for \$365,000 to the Stream Restoration Related to Sanitary Sewer Repairs contract with Kimley-Horn and Associates.**

### Staff Resource(s):

Carl Wilson, Charlotte Water

### Explanation

- On July 28, 2014, the City Council approved a contract in the amount of \$735,000 with Kimley-Horn and Associates to provide stream bank stabilization in areas that threaten the stability of City-owned sewer lines. This work affects multiple sites located throughout Mecklenburg County.
- Contract amendment #1 for \$365,000 is for additional survey and professional services. These services are needed to adequately address the increased project limits that have been discovered while investigating and surveying the sites. Findings have been larger in scope than previously perceived due to increased erosion in the affected areas. In addition, there are still areas that need to be identified and evaluated as part of the preliminary work.
- The potential risks with delaying this amendment include:
  - Loss time in identifying solutions to address the sites,
  - Increase sewer spills, and
  - Adverse environmental impacts.
- For Fiscal Year 2017, Charlotte Water has identified a new funding source to address these types of projects, and has coordinated efforts with City Storm Water and Mecklenburg County Storm Water regarding various sites.
  - Part of the new funding source includes a grant from the 2016 North Carolina Clean Water Management Trust Fund in the amount up to \$719,400 for the Long Creek site. The City Council approved this grant on March 28, 2016.
- The new total value of the contract including amendments is \$1,100,000.

### Charlotte Business INclusion

All additional work involved in this amendment will be performed by Kimley-Horn and Associates and their existing subconsultants (Part D: Section 6 of the Charlotte Business INclusion Policy).

### Fiscal Note

Funding: Charlotte Water Community Investment Plan



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Agenda #: 51. File #: 15-3320 Type: Consent Item

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## Sanitary Sewer Cleaning and Closed Circuit Television Inspections

### Action:

- A. Approve a unit price contract with Hydrostructures, P.A. for sanitary sewer cleaning and closed circuit television inspections 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 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):

Angela Lee, Charlotte Water

### Explanation

- Periodic cleaning and inspection of sanitary sewer lines is part of Charlotte Water's broader, continuous maintenance activities to prevent sewer overflows and protect the public health and environment.
- Charlotte Water field operation staff performs daily system maintenance supplemented by privately-contracted sanitary sewer cleaning and in-pipe inspection services using closed circuit television (CCTV) cameras.
- Charlotte Water addresses structural defects through the analyses of CCTV data as a preventative measure to reduce the likelihood of a sanitary sewer overflows.
- The contract with Hydrostructures, P.A., will primarily focus on sewer mains located on off-street easements, which are often very difficult to access. The work will supplement Charlotte Water's in-house cleaning and CCTV efforts and includes:
  - Cleaning approximately 172,000 linear feet of sewer pipe, and
  - CCTV inspection of approximately 86,000 linear feet of sewer main.
- On March 14, 2016, City Council approved two similar contracts. However, these contracts are primarily for on-street work.
- On May 16, 2016, the City issued a Request for Proposal (RFP) for sanitary sewer cleaning and CCTV inspection. On May 23, 2016, in response to the RFP, the City received three proposals from interested service providers.
- Charlotte Water staff evaluated the proposals and determined that Hydrostructures, P.A. best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The estimated annual expenditures are \$500,000.

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**Agenda #:** 51.**File #:** 15-3320 **Type:** Consent Item

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**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: 6/27/2016

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Agenda #: 52.File #: 15-3401 Type: Consent Item

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## Water Laboratory Chemicals, Supplies, and Equipment

### Action:

- A. Approve the purchase of laboratory chemicals, supplies, and equipment from a state contract as authorized by G.S. 143-129(e)(9),**
  
- B. Approve a unit price contract with VWR International for the purchase of laboratory chemicals, supplies, and equipment for the term of the current State Term Contract 493A - Laboratory Supplies and Equipment,**
  
- C. Extend the current contract with Fisher Scientific for the purchase of laboratory chemicals, supplies, and equipment for the term of the current State Term Contract 493A - Laboratory Supplies and Equipment, and**
  
- D. Authorize the City Manager to extend these contracts 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):

Shawn Coffman, Charlotte Water

### 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 laboratory chemicals, supplies, and equipment will be used at the Charlotte Water Environmental Services Facility laboratory and at the water and wastewater treatment facilities.
- State Contract 493A lists Fisher Scientific as the primary vendor and VWR International as the secondary vendor for laboratory supplies and equipment.
- VWR International products comply with the U.S. Environmental Protection Agency regulated testing procedures, which are necessary for compliance with state and federal regulations.
- VWR International is willing to provide laboratory chemicals, supplies, and equipment to the City at the same or better terms than are provided in its contract with the state of North Carolina.
- The City Council approved a similar contract with Fisher Scientific, which expires January 12, 2017. Extending that contract to coincide with the expiration date of the state contract, of July 14, 2017, will simplify renewals.

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**Agenda #: 52. File #: 15-3401 Type: Consent Item**

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- Pricing is set forth in the state contract, and is available upon request.
- Annual expenditures with Fisher Scientific are estimated to be \$235,000.
- Annual expenditures with VWR International are estimated to be \$105,000.

**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: Charlotte Water Operating Budget



**Agenda Date:** 6/27/2016

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**Agenda #:** 53.**File #:** 15-3389 **Type:** Consent Item

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## **Water and Wastewater Treatment Chemicals**

**Action:**

**A. Award a unit price contract to the following lowest responsible bidders for the purchase of Water and Wastewater Treatment chemicals for the term of two years:**

- **Standard Carbon, LLC,**
- **Polytec, Inc.,**
- **Kemira Water Solutions, Inc.,**
- **Chemtrade Chemicals Corporation,**
- **Lhoist North America of Virginia, Inc.,**
- **Univar USA Inc.,**
- **PVS Technologies, Inc.,**
- **Geo Specialty Chemicals, Inc.,**
- **Brenntag Mid-South, Inc.,**
- **JCI Jones Chemicals, Inc., and**
- **Water Guard, Inc.,**

**B. Approve the purchase of magnesium hydroxide as authorized by the sole source exemption of G.S. 143-129 (e) (6),**

**C. Approve a contract with Premier Magnesia, LLC for the purchase of magnesium hydroxide for the term of two years.**

**Staff Resource(s):**

Jackie Jarrell, Charlotte Water  
John Huber, Charlotte Water

**Sole Source Exemption**

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for this contract because there is only one supply source.
- The City Council must approve purchases made under the sole source exception.

**Explanation**

- Different vendors provide a variety of chemicals used in the water and wastewater treatment processes. Each chemical plays an essential role to ensure water is safe for customers and the environment.
- On March 14, 2016, the City issued an Invitation to Bid; 30 responses were received from

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**Agenda #: 53.File #: 15-3389 Type: Consent Item**

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interested service providers.

- On May 10, 2016, the City held a reverse auction to obtain pricing. By using the reverse auction method, Charlotte Water was able to gain increased competition, consolidate the Request for Council Action, and coordinate all the treatment chemical contracts into one contract cycle, which will provide for improved contract management. More information about this process can be found in the Council-Manager Memo for June 22, 2016.
- North Carolina General Statute 143-129.9 indicates the alternative competitive bidding method for the purchase of apparatus, supplies, materials, or equipment including a reverse auction is an appropriate form of bidding as long as the local government has a contract with a Reverse Auction Service Provider.
- The total combined estimated expenditure for all 17 chemicals is approximately \$7,000,000 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: Charlotte Water Operating Budget



Agenda Date: 6/27/2016

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Agenda #: 54. File #: 15-3295 Type: Consent Item

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## Upper Taggart Creek Outfall Replacement Design Services

### Action:

**Approve a contract in the amount of \$673,614 with Parsons Brinckerhoff Inc. for engineering design and hydraulic modeling services for the Upper Taggart Creek Outfall Replacement project.**

### Staff Resource(s):

Carl Wilson, Charlotte Water

### Explanation

- The Upper Taggart Creek Outfall is a sanitary sewer line located in West Charlotte, near Billy Graham Parkway at Morris Field Drive.
- The sewer line is 40 years old and requires upsizing due to the ongoing and predicted future growth of the area. The anticipated length of the replacement line is approximately 6,400 feet.
- On December 16, 2013, Charlotte Water issued a Request for Qualifications (RFQ) for Various Wastewater, Reuse Water, and Stream Bank Improvements projects; 11 proposals were received from interested service providers for the Upper Taggart Creek project.
- Charlotte Water staff evaluated the proposals and determined that Parsons Brinckerhoff Inc. (Parsons) is the best qualified firm to meet the City's needs on the basis of demonstrated competence and qualification of professional services in response to the RFQ requirements.
- On January 12, 2015, the City Council awarded a contract in the amount of \$107,100 to Parsons for planning services. Parsons completed a planning report for the Upper Taggart Creek Outfall that included an analysis of route options, current flow projections, replacement sewer line measurements, and a planning level cost estimate.
- At this time, Parsons will perform preliminary design services, develop construction documents, submit permitting packages, and provide bid phase services for the replacement of the Upper Taggart Creek Outfall. Parsons will also update the Taggart Creek Outfall hydraulic model. This model is used to assess available capacity of the Taggart Creek Outfall as a result of multiple ongoing replacement projects.
- Staff separated the award of the design services contract from the planning services contract and delayed the project to better coordinate design and construction activities.
- The Taggart Creek Outfall Replacement Project is currently in easement acquisition and the construction contract is projected to be bid in the upcoming months.
- Once engineering design services are complete for the project, staff will bring forth a contract to the City Council for construction administration services.
- This phase of the project is anticipated to be complete in 1.5 years.

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**Agenda #:** 54.**File #:** 15-3295 **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). Parsons has committed 10.19% (\$68,635) of the total contract amount to the following certified firm(s):

- Gavel & Dorn Engineering PLLC (SBE) (\$44,880) (hydraulic modeling)
- Carolina Wetland Services, Inc. (SBE, WBE) (\$15,255) (wetland permitting)
- Avioimage Mapping Services, Inc. (SBE) (\$8,500) (aerial topography)

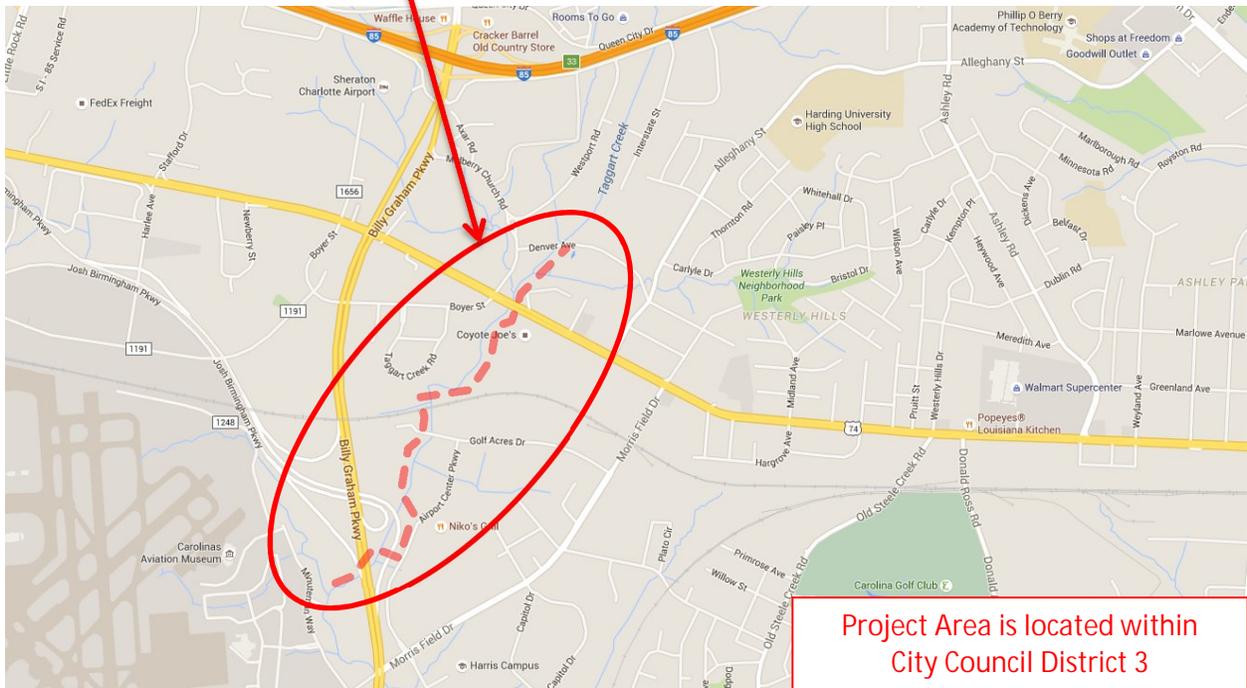
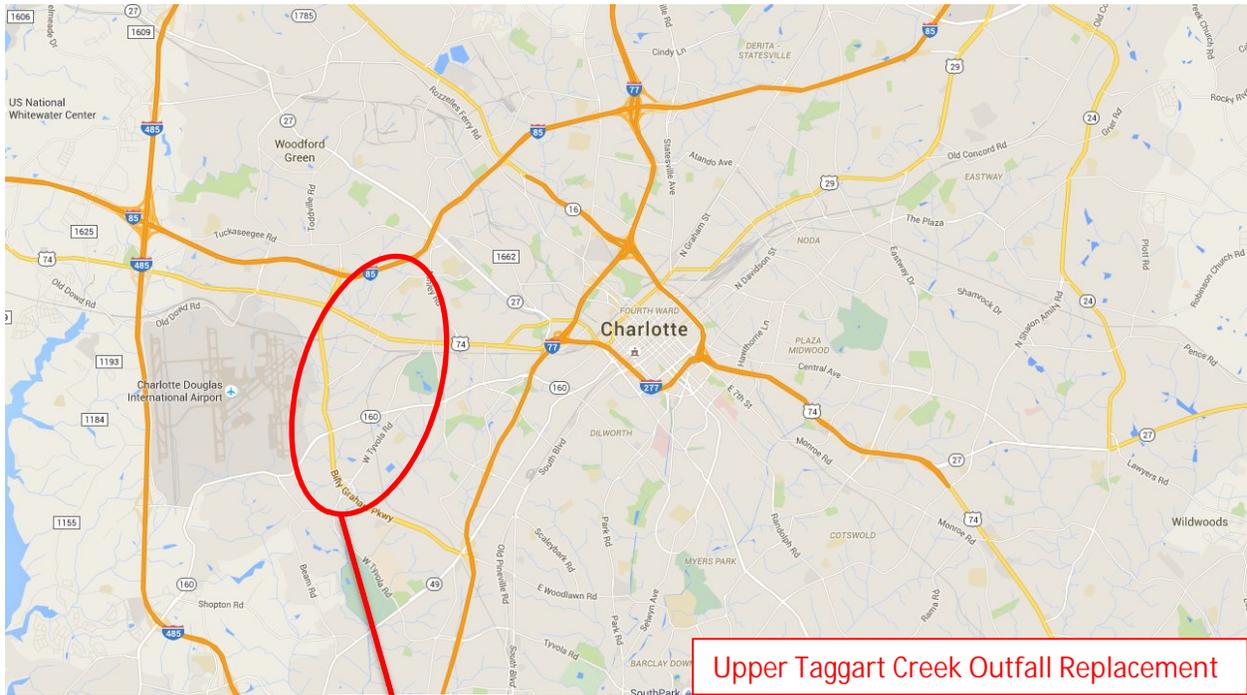
**Fiscal Note**

Funding: Charlotte Water Community Investment Plan

**Attachment**

Map

# Upper Taggart Creek Outfall Replacement Design Services - Map





**Agenda Date:** 6/27/2016

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**Agenda #:** 55.**File #:** 15-3131 **Type:** Consent Item

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## **Sugar Creek Wastewater Treatment Plant Old Tank Closeout and Demolition Project**

**Action:**

**Award a contract in the amount of \$1,984,500 to the lowest responsive bidder Crowder Construction Company for the Sugar Creek Wastewater Treatment Plant Tank Closeout and Demolition project.**

**Staff Resource(s):**

Carl Wilson, Charlotte Water

**Explanation**

- The Sugar Creek Wastewater Treatment Plant (WWTP) is located along Tyvola Road in the SouthPark area.
- The WWTP infrastructure includes three small buildings, four underground sludge storage tanks, and three aboveground storage tanks all located on plant property and secured from the public. At this time, obsolete and abandoned infrastructure needs to be removed from the property.
- On March 22, 2016, the City issued an Invitation to Bid for the Sugar Creek WWTP Tank Closeout and Demolition project; six bids were received from interested service providers.
- City staff found Contaminant Control, Inc.'s bid non-responsive due to non-compliance with the Charlotte Business INclusion Program.
  - Contaminant Control, Inc. failed to meet the established SBE goal and Good Faith Efforts.
  - Contaminant Control, Inc.'s bid was \$1,263,457.
- Crowder Construction Company was the lowest responsive, responsible bidder.
- The project is anticipated to be complete by January 2017.

**Charlotte Business INclusion**

Crowder Construction Company met the established subcontracting goal and has committed 6.04% (\$104,000) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- MTS Trucking (SBE, MBE) (\$104,000) (hauling)
- P&TL, Inc. (SBE) (\$16,000) (erosion control)

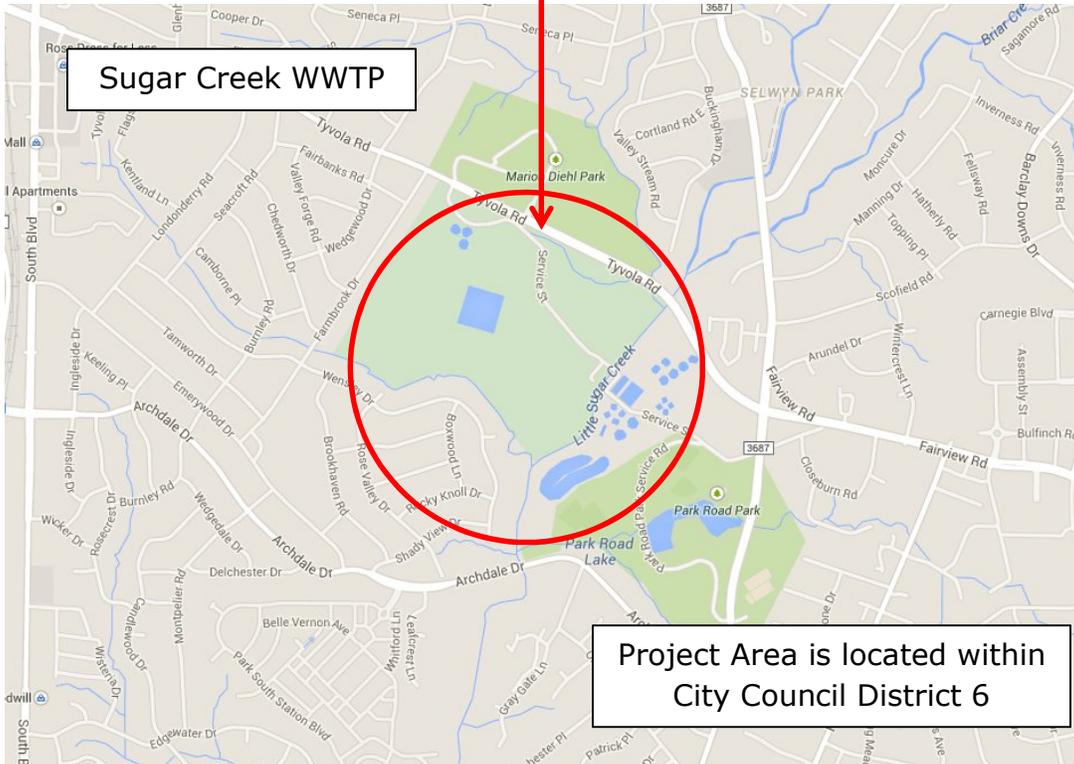
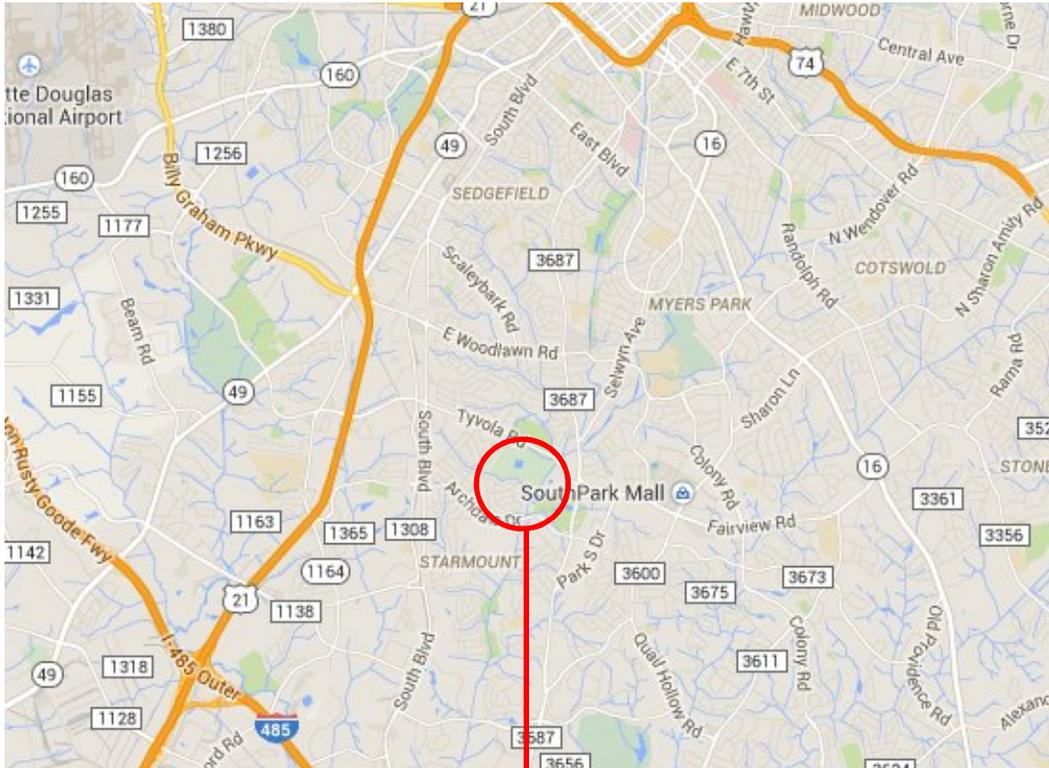
**Fiscal Note**

Funding: Charlotte Water Community Investment Plan

**Attachment**

Map

# Sugar Creek Wastewater Treatment Plant Old Tank Closeout and Demolition Project – Map





**Agenda Date:** 6/27/2016

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**Agenda #:** 56.**File #:** 15-2775 **Type:** Consent Item

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## **Lake Norman Charter School Reimbursable Water Construction Contract for the Hambright Road Water Main**

### **Action:**

**Approve a five-year reimbursable contract with Lake Norman Charter School for water construction of a portion of the Hambright Road 12-inch water main extension in Huntersville.**

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

Carl Wilson, Charlotte Water

### **Explanation**

- Lake Norman Charter School has purchased land on Hambright Road in Huntersville to expand its education programs and needs a public water main to the school site.
- Charlotte Water will construct a 12-inch water main along Hambright Road. This project is included in the FY2016-FY2020 Charlotte Water Community Investment Plan (CIP) with funding scheduled for Fiscal Year 2020.
- The Water and Sewer Extension Policy allows an applicant to accelerate a project in the CIP. The applicant funds the project and receives the reimbursement over a five-year period.
  - The reimbursement is for eligible project costs.
  - The applicant will receive the reimbursement in five equal annual payments, starting one year after project completion.
  - Interest on the funds is not eligible for reimbursement.
- The Town of Huntersville supports this project.
- The estimated reimbursable cost of the contract is \$500,000.

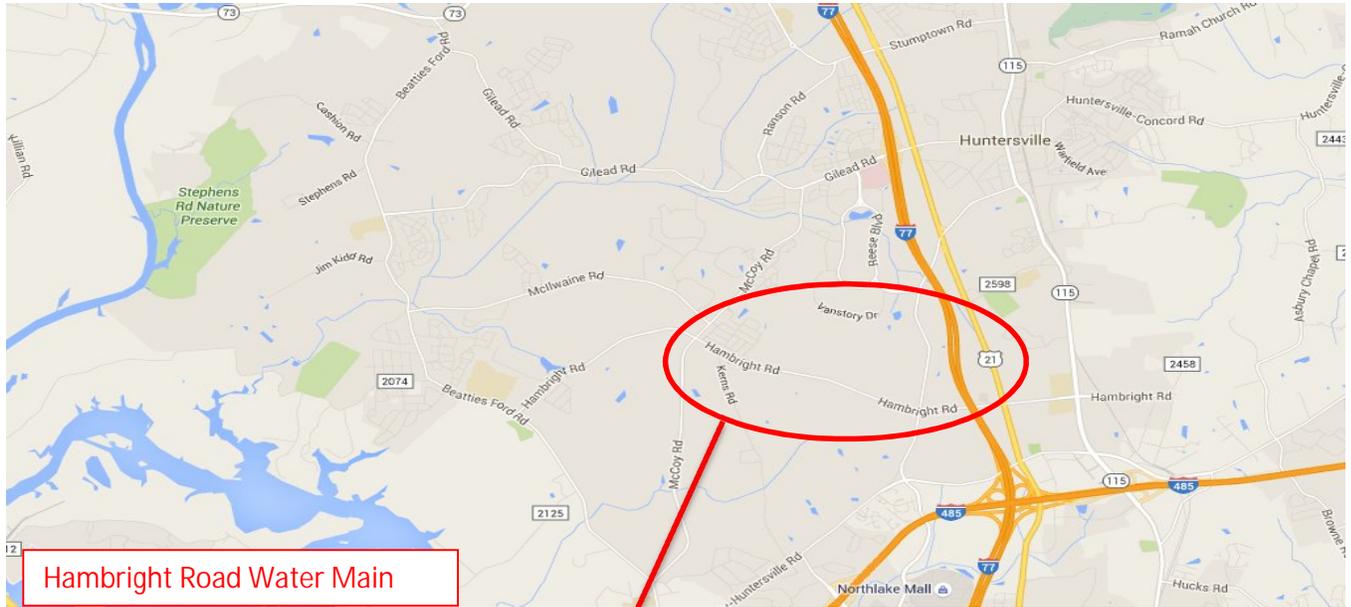
### **Fiscal Note**

Funding: Charlotte Water Community Investment Plan

### **Attachment**

Map

# Charlotte Water Five Year Reimbursable Contract with Lake Norman Charter School for Hambright Road Water Main - Map





**Agenda Date:** 6/27/2016

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**Agenda #:** 57.**File #:** 15-3410 **Type:** Consent Item

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## **Municipal Agreement for the Construction of Water and Sewer Line Relocations (Hucks Road)**

**Action:**

- A. Adopt a resolution authorizing the City Manager to execute a Municipal Agreement with the North Carolina Department of Transportation for construction of water and sewer line relocations and adjustments, and**
- B. Authorize the City Manager to approve the final pay request for the actual cost of the utility construction.**

**Staff Resource(s):**

Carl Wilson, Charlotte Water

**Explanation**

- The North Carolina Department of Transportation (NCDOT) requires that the City enter into a municipal agreement (Agreement) for relocation of utility lines within NCDOT roadway projects prior to construction.
- The Agreement in the estimated amount of \$544,786.85 is for relocation of municipally-owned water and sewer lines, ranging in size from 8-inch through 36-inch, within the NCDOT roadway improvements project Bridge number 81 over Clarks Creek on SR2481 (Hucks Road) (NCDOT Project 17BP.10.R.50).
- NCDOT encroachment agreements require the City to be financially responsible for costs to relocate City-owned water and sewer lines that reside within NCDOT controlled rights-of-way.
- At the end of the project, the City will reimburse NCDOT for actual construction costs associated with the utility relocations.
- Should the actual cost be different from the estimated amount of this Agreement, the City Manager will sign a final pay request for the cost differential. Final invoice differences can be attributed to:
  - Actual unit price bids being different than estimated;
  - Changes in material costs between when the estimate was prepared and the completion of the project; or
  - Required design modifications resulting from NCDOT project changes.
- The format and cost sharing philosophy is consistent with past Municipal Agreements.
- Construction is scheduled to begin July 2016 and will take approximately 12 months to complete.

**Charlotte Business INclusion**

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

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**Agenda #:** 57.**File #:** 15-3410 **Type:** Consent Item

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**Fiscal Note**

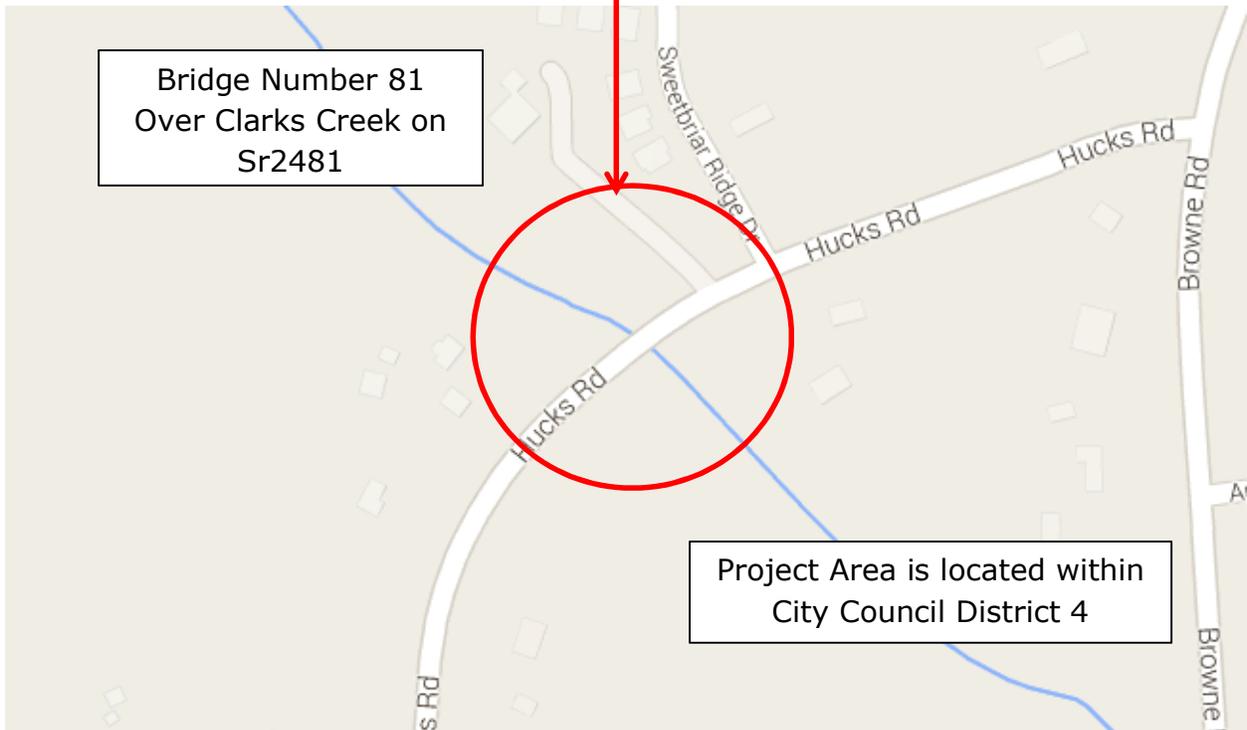
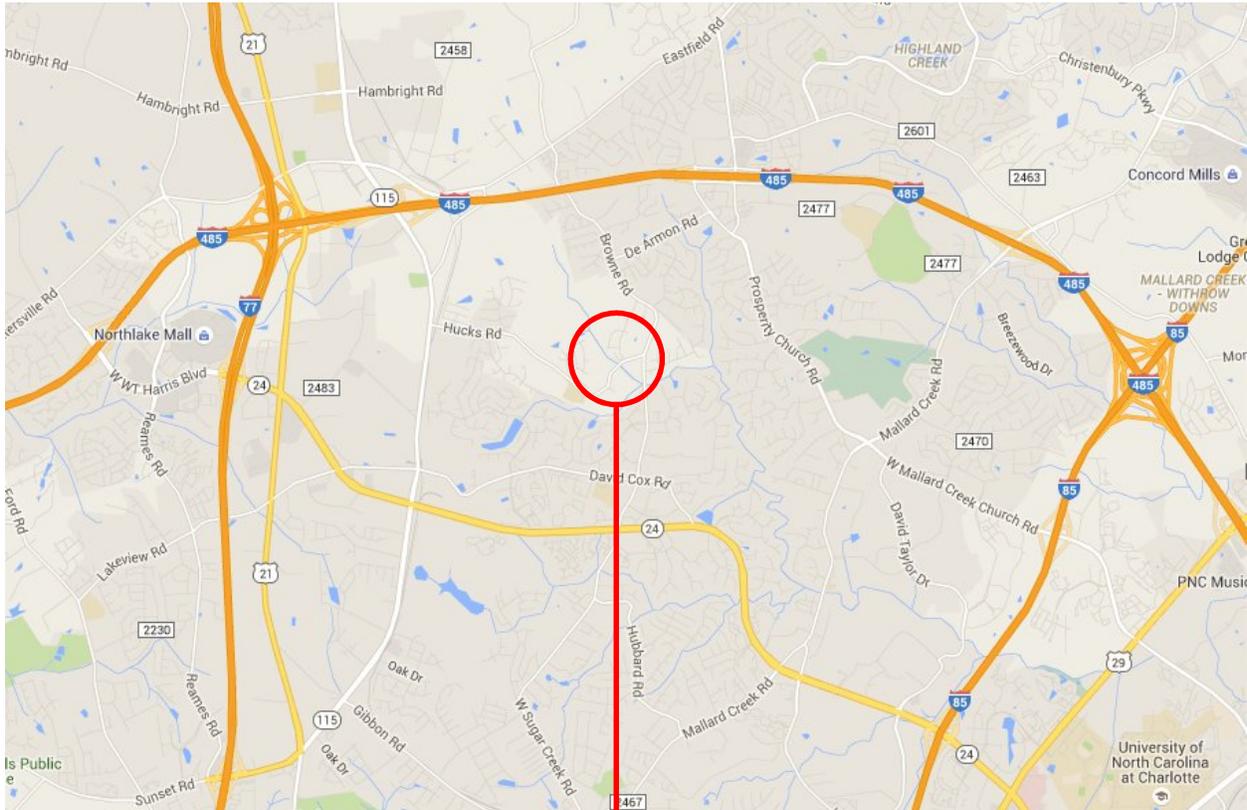
Funding: Charlotte Water Community Investment Plan

**Attachment**

Map

Resolution

# Municipal Agreement with North Carolina Department of Transportation for the Construction of Water and Sewer Line Relocations – Map



**RESOLUTION PASSED BY THE CITY COUNCIL  
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON June 27, 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, the City of Charlotte will reimburse North Carolina Department of Transportation for the relocation and adjustment of Charlotte Water owned water and sewer lines at or near NCDOT Bridge number 81 over Clarks Creek on SR2481 (Hucks Road).

WHEREAS, Charlotte Water will reimburse North Carolina Department of Transportation for actual costs (estimated cost \$544,786.85); and

WHEREAS, Charlotte Water has programmed funding for said Water and Sewer Construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the North Carolina Department of Transportation for actual construction costs at the conclusion of the project.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the Director of Charlotte Water and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the North Carolina Department of Transportation.



Agenda Date: 6/27/2016

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Agenda #: 58.File #: 15-3384 Type: Consent Item

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## Vehicle and Equipment Welding and Related Services

**Action:**

- A. Approve a contract with Bondo Innovations for welding and related services for an initial term of three years, 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 contracts were approved.**

**Staff Resource(s):**

Chris Trull, Management & Financial Services  
Jack Christine, Aviation

**Explanation**

- The contract with Bondo Innovations provides repair services for all required City vehicles and equipment maintained by Fleet Management, including light duty trucks, heavy duty trucks (i.e. Fire apparatus, Solid Waste Services refuse trucks, and Charlotte Water and Transportation specialty trucks, as well as construction equipment. The contract provides repair services for Aviation equipment, such as passenger boarding bridges, baggage conveyors, and equipment for the terminal building.
- Certain repairs will require immediate or same day turnaround.
- On May 10, 2016, the City issued a Request for Proposal (RFP) for Welding and Related Services. In response to the RFP, the City received two proposals from interested service providers.
- Management & Financial Services evaluated the proposals and determined that Bondo Innovations best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Staff anticipates renewing the contract for up to two additional, one-year terms at prices to be negotiated based on market conditions.
- The company will be paid \$75 per hour for services performed during normal working hours. The company will be paid additional rates for non-standard hours as requested by the City, a copy of which is available upon request.
- Estimated contract expenditures are \$250,000 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: Management & Financial Services Operating Budget and Aviation Operating Budget



**Agenda Date:** 6/27/2016

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**Agenda #:** 59.**File #:** 15-3482 **Type:** Consent Item

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## **Risk Management Office Space Lease Extension**

### **Action:**

**Approve a 39-month lease extension in the amount of \$17,703 per month, including the first three months of free rent and a 3% annual increase, with 301 South McDowell Street Holdings, LLC, for the City's Risk Management Office space.**

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

Tony Korolos, Engineering & Property Management  
William Haas, Engineering & Property Management

### **Explanation**

- The City's Risk Management Office is located on the 11<sup>th</sup> floor of 301 South McDowell Street (formerly the Cameron Brown Building) and has occupied the space since May 31, 2006. Risk Management provides insurance, claim, and loss control services for the City, Mecklenburg County, and the Charlotte-Mecklenburg Schools.
- Currently there is no space available in a City-owned office facility that would accommodate the Risk Management Office. Currently staff is conducting an analysis to consider future City-facility options. The lease extension will allow staff time to identify and approve relocation options.
- A cost comparison of alternative office space found it would be less expensive and less disruptive to remain in the existing space at this time.
- The rent fee is shared with Mecklenburg County and Charlotte-Mecklenburg Schools:
  - The City is responsible for 55% of the cost.
  - Mecklenburg County and Charlotte-Mecklenburg Schools share the remaining 45% of the cost of the cost.

### **Lease Terms**

- Total square feet is 9,997.
- The negotiated rental rate is \$21.25 per square foot for the first year (there is a 3% increase from final lease term in current lease that expires on July 31, 2017).
- A 3% increase will occur during years two and three.
- There will be no rent charged the first three months of the lease extension. The lease will expire October 31, 2020.

### **Fiscal Note**

Funding: Management & Financial Services Operating Budget, Mecklenburg County, and Charlotte-Mecklenburg Schools



**Agenda Date:** 6/27/2016

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**Agenda #:** 60.**File #:** 15-3510 **Type:** Consent Item

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## **Fleet Management Information System Contract Renewal**

**Action:**

- A. Approve a contract renewal with CCG Systems, Inc. for one year of additional maintenance and support for the Fleet Management Information System , and**
- B. Authorize the City Manager to purchase maintenance and support for up to four additional, one-year terms.**

**Staff Resource(s):**

Chris Trull, Management & Financial Services

**Explanation**

- The Fleet Management Information System uses proprietary FASTER software to provide the total cost of asset ownership, asset tracking, inventory management, and reporting of City-owned assets, Mecklenburg County assets, and Charlotte Regional Visitors Authority assets.
- The City implemented the software in 1997.
- On August 27, 2012, the City Council approved the contract with CCG Systems, Inc. for a software upgrade and one-year of software maintenance and support.
  - The purchase was approved as a sole source because CCG Systems, Inc. is the only supply source for the product.
  - Pursuant to the contract, the City may continue to purchase maintenance and support for the system for additional one-year terms.
  - The City has maintained maintenance and support on the system since the original contract.
- The estimated annual expenditure is \$45,365 for the one-year contract renewal with an escalation of up to 3% per year for each additional renewal term.

**Fiscal Note**

Funding: Management & Financial Services Operating Budget



**Agenda Date:** 6/27/2016

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**Agenda #:** 61. **File #:** 15-3476 **Type:** Consent Item

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**Resolution of Intent to Abandon a Portion of an Alleyway off of E. 10<sup>th</sup> Street**

**Action:**

- A. Adopt a Resolution of Intent to abandon a portion of an alleyway off of E. 10<sup>th</sup> Street, and**
- B. Set a public hearing for July 25, 2016.**

**Staff Resource(s):**

Jeff Boenisch, Transportation

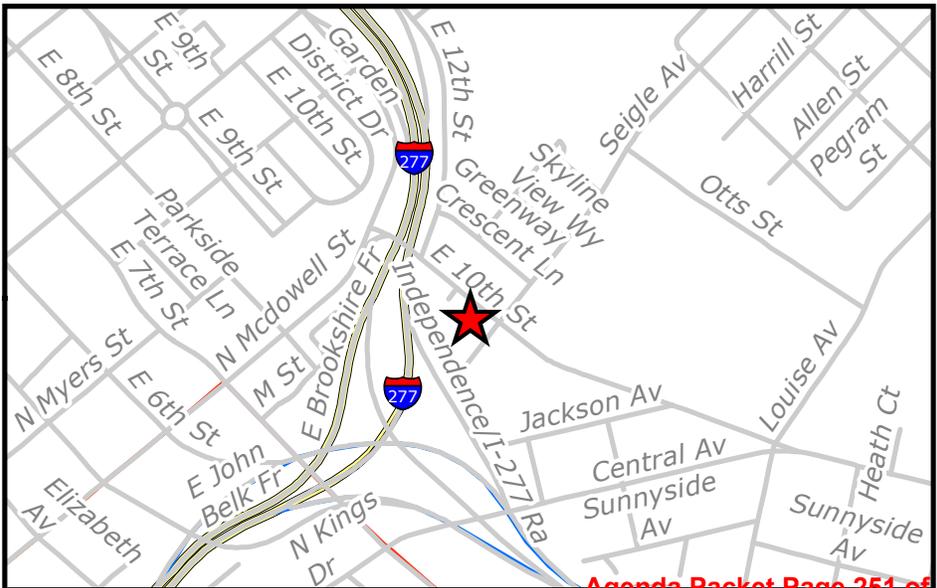
**Explanation**

- A portion of an alleyway off of E. 10<sup>th</sup> Street is located in Council District 1.

**Attachment**

Map  
Resolution

**Abandonment petition #2016-04  
An Alleyway off of  
E. 10th Street**



**CITY OF CHARLOTTE  
DEPARTMENT OF TRANSPORTATION**

**Right-of-Way Abandonment  
Petition 2016-04**

**Right-of-Way Abandonment Area**



An Alleyway off of E. 10th Street

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of an alleyway off of E. 10<sup>th</sup> Street** in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Pamlico Investments, Inc.** has filed a petition to close a portion of an alleyway off of E. 10<sup>th</sup> Street in the City of Charlotte; and

Whereas, a portion of an alleyway off of E. 10<sup>th</sup> Street is a 10-foot wide alleyway beginning at its intersecting point with E. 10<sup>th</sup> Street, which is southwest of Seigle Avenue, continuing approximately 266 feet to its terminus, and consists of 2,265 square feet, 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 available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of June 27, 2016, that it intends to close a portion of an alleyway off of E. 10<sup>th</sup> Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 25<sup>th</sup> day of July 2016, in CMGC meeting chamber, 600 East 4<sup>th</sup> Street, Charlotte, North Carolina.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.



**Agenda Date:** 6/27/2016

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**Agenda #:** 62.**File #:** 15-3493 **Type:** Consent Item

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## **Refund of Property Taxes**

**Action:**

**Adopt a resolution authorizing the refund of property taxes assessed through clerical or assessor error in the amount of \$2,411.35.**

**Staff Resource(s):**

Susan Walker, Management & Financial Services

**Explanation**

- Notification of Property Tax refunds due to clerical or assessor error are provided to the City by Mecklenburg County.

**Pearson Review Update**

- In accordance with the ordinance approved by the City Council on August 25, 2014, and North Carolina law, a list of refunds, which have been paid since the last City Council Business Meeting as a result of the Pearson Review, is available at the City Clerk's Office.
- The amount of Pearson Review refunds paid since the last City Council Business Agenda Meeting on June 13, 2016, totaled \$637,552.74.

**Attachment**

List of Taxpayers and Refunds Requested  
Resolution Property Tax Refunds

**Taxpayers and Refunds Requested**

CARSON, BESSIE MAE	\$	28.19
COLWELL, MARTIN	\$	332.63
COMMON GROUND CHRISTIAN COUNSELING	\$	51.56
ISHAM, KARL	\$	12.24
JACOBS, GEORGIA D	\$	11.25
JIMENEZ, PERDRO CONTRERAS	\$	62.32
MARTINSEN, COURTENAY SHAWN	\$	48.71
MURPHY, HUBERT	\$	46.63
PARAGON COMMERCIAL BANK	\$	508.52
ROSSO, JOSEPH	\$	215.42
SIMMONS, MAJOR	\$	97.25
SOLOMAC INC	\$	152.75
SOLOMAC INC	\$	138.55
SOLOMAC INC	\$	155.74
SOLOMAC INC	\$	153.53
TREEHOUSE WHISKEY & FORK RESTAURANT	\$	26.33
TRUESDALE, DAVID	\$	11.01
WELLS FARGO BANK NA .	\$	328.56
WILLIAMS, ELLAR W E	\$	30.16
	\$	<u>2,411.35</u>

## **A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES**

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of June 2016 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.



**Agenda Date:** 6/27/2016

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**Agenda #:** 63.**File #:** 15-3501 **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:**

- **May 11, 2016, Budget Adjustments**
- **May 16, 2016, Zoning Meeting**
- **May 23, 2016, Business Meeting and Citizens' Forum**
- **May 25, 2016, Budget Adjustments/Straw Votes**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office



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**Agenda #:** 64.**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

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**Agenda #: 64.File #: 15-1472 Type: Consent Item**

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shall be Exempt Contracts.

**Federal Contracts Subject to DBE Requirements:** Contracts that are subject to the U.S. Department 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.



**Agenda Date: 9/28/2015**

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**Agenda #: 65.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 #: 66.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.